

**List of Appellants, Application Numbers, FCDL
Dates, Discount Rates and Amount of Funding
Requested**



2013

471 Applc FRN	Applicant Name	BEN	Applicant City	Applicant : Funding Ye	FCDL Date	Orig Total Cost	Orig Disco	Orig Commitment	Reques	Committed Amount
905350	2512926 ACHIEVEMENT SCHOOL DISTRICT	16071130	NASHVILLE	TN	2013	10/14/2015	\$104,760.00	90	\$94,284.00	\$0.00
905350	2512950 ACHIEVEMENT SCHOOL DISTRICT	16071130	NASHVILLE	TN	2013	10/14/2015	\$20,400.00	90	\$18,360.00	\$0.00
905350	2512939 ACHIEVEMENT SCHOOL DISTRICT	16071130	NASHVILLE	TN	2013	10/14/2015	\$7,032.00	90	\$6,328.80	\$0.00
905350	2512898 ACHIEVEMENT SCHOOL DISTRICT	16071130	NASHVILLE	TN	2013	10/14/2015	\$94,898.04	90	\$85,408.24	\$0.00
878619	2543010 ASPIRE PUBLIC SCHOOLS	16026344	OAKLAND	CA	2013	10/14/2015	\$20,460.00	85	\$17,391.00	\$0.00
878619	2542992 ASPIRE PUBLIC SCHOOLS	16026344	OAKLAND	CA	2013	10/14/2015	\$19,770.00	85	\$16,804.50	\$0.00
878619	2527623 ASPIRE PUBLIC SCHOOLS	16026344	OAKLAND	CA	2013	10/14/2015	\$19,770.00	85	\$16,804.50	\$0.00
878619	2527642 ASPIRE PUBLIC SCHOOLS	16026344	OAKLAND	CA	2013	10/14/2015	\$20,460.00	85	\$17,391.00	\$0.00
925966	2527416 ATHENS CITY SCHOOL DISTRICT	128266	ATHENS	TN	2013	10/14/2015	\$12,480.00	83	\$10,358.40	\$0.00
925893	2527212 ATHENS CITY SCHOOL DISTRICT	128266	ATHENS	TN	2013	10/14/2015	\$47,942.52	83	\$39,792.29	\$0.00
925097	2525471 ATHENS CITY SCHOOL DISTRICT	128266	ATHENS	TN	2013	10/14/2015	\$234,000.00	83	\$194,220.00	\$0.00
911867	2484323 BLOUNT COUNTY SCHOOLS	128367	MARYVILLE	TN	2013	10/14/2015	\$518,400.00	68	\$352,512.00	\$0.00
914194	2491648 BLOUNT COUNTY SCHOOLS	128367	MARYVILLE	TN	2013	10/14/2015	\$52,800.00	68	\$35,904.00	\$0.00
909017	2475490 CANNON COUNTY SCHOOL DISTRICT	128255	WOODBURY	TN	2013	10/14/2015	\$380,316.00	82	\$311,859.12	\$0.00
926370	2528807 CHEATHAM COUNTY SCHOOL DIST	128207	ASHLAND CITY	TN	2013	10/14/2015	\$444,840.00	67	\$298,042.80	\$0.00
910297	2479290 CLAY COUNTY SCHOOL DISTRICT	128513	CELINA	TN	2013	10/14/2015	\$91,680.00	80	\$73,344.00	\$0.00
920177	2510523 CLINTON CITY SCHOOL DISTRICT	128338	CLINTON	TN	2013	10/14/2015	\$27,592.80	82	\$22,626.10	\$0.00
922641	2517912 CUMBERLAND COUNTY SCHOOL DIST	128515	CROSSVILLE	TN	2013	10/14/2015	\$504,000.00	83	\$418,320.00	\$0.00
922681	2518099 CUMBERLAND COUNTY SCHOOL DIST	128515	CROSSVILLE	TN	2013	10/14/2015	\$24,000.00	83	\$19,920.00	\$0.00
919152	2507396 DAYTON CITY SCHOOL DISTRICT	128277	DAYTON	TN	2013	10/14/2015	\$23,917.80	80	\$19,134.24	\$0.00
915532	2495751 DYER COUNTY SCHOOL DISTRICT	128425	DYERSBURG	TN	2013	10/14/2015	\$91,710.00	80	\$73,368.00	\$0.00
915608	2495903 DYER COUNTY SCHOOL DISTRICT	128425	DYERSBURG	TN	2013	10/14/2015	\$19,200.00	80	\$15,360.00	\$0.00
915469	2495622 DYER COUNTY SCHOOL DISTRICT	128425	DYERSBURG	TN	2013	10/14/2015	\$372,780.00	80	\$298,224.00	\$0.00
927066	2531351 GRAINGER COUNTY SCHOOL DISTRICT	128393	RUTLEDGE	TN	2013	10/14/2015	\$281,400.00	83	\$233,562.00	\$0.00
928248	2535006 GRAINGER COUNTY SCHOOL DISTRICT	128393	RUTLEDGE	TN	2013	10/14/2015	\$75,395.40	83	\$62,578.18	\$0.00
879087	2507845 GRUNDY COUNTY SCHOOLS	128262	ALTAMONT	TN	2013	10/14/2015	\$294,600.00	86	\$253,356.00	\$0.00
908939	2492002 HANCOCK COUNTY SCHOOL DISTRICT	128398	SNEEDVILLE	TN	2013	10/14/2015	\$145,968.00	89	\$129,911.52	\$0.00
908954	2492176 HANCOCK COUNTY SCHOOL DISTRICT	128398	SNEEDVILLE	TN	2013	10/14/2015	\$6,000.00	89	\$5,340.00	\$0.00
926795	2530282 HARDIN COUNTY SCHOOL DISTRICT	128488	SAVANNAH	TN	2013	10/14/2015	\$72,909.00	81	\$59,056.29	\$0.00
926840	2530336 HARDIN COUNTY SCHOOL DISTRICT	128488	SAVANNAH	TN	2013	10/14/2015	\$13,680.00	81	\$11,080.80	\$0.00
926764	2530212 HARDIN COUNTY SCHOOL DISTRICT	128488	SAVANNAH	TN	2013	10/14/2015	\$336,648.00	81	\$272,684.88	\$0.00
882473	2446762 HAWKINS COUNTY SCHOOL DISTRICT	128390	ROGERSVILLE	TN	2013	10/14/2015	\$775,596.00	78	\$604,964.88	\$0.00
882473	2496229 HAWKINS COUNTY SCHOOL DISTRICT	128390	ROGERSVILLE	TN	2013	10/14/2015	\$210,000.00	78	\$163,800.00	\$0.00
882473	2446788 HAWKINS COUNTY SCHOOL DISTRICT	128390	ROGERSVILLE	TN	2013	10/14/2015	\$19,200.00	78	\$14,976.00	\$0.00
923566	2524308 HENDERSON COUNTY SCHOOL DIST	128480	LEXINGTON	TN	2013	10/14/2015	\$354,000.00	80	\$283,200.00	\$0.00
923566	2524352 HENDERSON COUNTY SCHOOL DIST	128480	LEXINGTON	TN	2013	10/14/2015	\$19,200.00	80	\$15,360.00	\$0.00
923566	2524333 HENDERSON COUNTY SCHOOL DIST	128480	LEXINGTON	TN	2013	10/14/2015	\$143,532.60	80	\$114,826.08	\$0.00
911186	2490474 HOUSTON COUNTY SCHOOL DISTRICT	128220	ERIN	TN	2013	10/14/2015	\$178,800.00	80	\$143,040.00	\$0.00
923398	2520223 HUMPHREYS COUNTY SCHOOLS	128253	WAVERLY	TN	2013	10/14/2015	\$25,327.20	78	\$19,755.22	\$0.00
923398	2520217 HUMPHREYS COUNTY SCHOOLS	128253	WAVERLY	TN	2013	10/14/2015	\$46,800.00	78	\$36,504.00	\$0.00
923398	2520173 HUMPHREYS COUNTY SCHOOLS	128253	WAVERLY	TN	2013	10/14/2015	\$252,600.00	78	\$197,028.00	\$0.00
927249	2531716 LAKE COUNTY SCHOOL	128436	TIPTONVILLE	TN	2013	10/14/2015	\$73,428.60	87	\$63,882.88	\$0.00
927249	2531721 LAKE COUNTY SCHOOL	128436	TIPTONVILLE	TN	2013	10/14/2015	\$24,000.00	87	\$20,880.00	\$0.00
927249	2531696 LAKE COUNTY SCHOOL	128436	TIPTONVILLE	TN	2013	10/14/2015	\$213,864.00	87	\$186,061.68	\$0.00
925838	2527099 LAUDERDALE COUNTY SCHOOL DIST	128430	RIPLEY	TN	2013	10/14/2015	\$6,000.00	85	\$5,100.00	\$0.00
925652	2526538 LAUDERDALE COUNTY SCHOOL DIST	128430	RIPLEY	TN	2013	10/14/2015	\$55,589.40	85	\$47,250.99	\$0.00
925331	2525674 LAUDERDALE COUNTY SCHOOL DIST	128430	RIPLEY	TN	2013	10/14/2015	\$353,496.00	85	\$300,471.60	\$0.00
919598	2508976 LAWRENCE COUNTY SCHOOL DIST	128499	LAWRENCEBURG	TN	2013	10/14/2015	\$39,741.00	79	\$31,395.39	\$0.00
914224	2505937 LAWRENCE COUNTY SCHOOL DIST	128499	LAWRENCEBURG	TN	2013	10/14/2015	\$390,000.00	79	\$312,000.00	\$0.00
917985	2504026 LINCOLN COUNTY SCHOOL DISTRICT	128288	FAYETTEVILLE	TN	2013	10/14/2015	\$22,800.00	80	\$18,012.00	\$0.00
917967	2503992 LINCOLN COUNTY SCHOOL DISTRICT	128288	FAYETTEVILLE	TN	2013	10/14/2015	\$36,788.04	79	\$29,062.55	\$0.00
897832	2479194 LOUDON COUNTY SCHOOL DISTRICT	128362	LENOIR CITY	TN	2013	10/14/2015	\$385,708.80	73	\$321,567.42	\$0.00
897832	2479195 LOUDON COUNTY SCHOOL DISTRICT	128362	LENOIR CITY	TN	2013	10/14/2015	\$188,391.60	73	\$137,525.87	\$0.00
897832	2479196 LOUDON COUNTY SCHOOL DISTRICT	128362	LENOIR CITY	TN	2013	10/14/2015	\$51,840.00	73	\$37,843.20	\$0.00
918380	2505239 MARYVILLE CITY SCHOOL DISTRICT	128366	MARYVILLE	TN	2013	10/14/2015	\$31,740.00	56	\$17,774.40	\$0.00
914647	2495100 MARYVILLE CITY SCHOOL DISTRICT	128366	MARYVILLE	TN	2013	10/14/2015	\$96,000.00	56	\$53,760.00	\$0.00
915350	2495197 MARYVILLE CITY SCHOOL DISTRICT	128366	MARYVILLE	TN	2013	10/14/2015	\$6,720.00	56	\$3,763.20	\$0.00
913902	2490770 MCKENZIE SPECIAL SCHOOL DIST	128443	MC KENZIE	TN	2013	10/14/2015	\$1,680.00	80	\$1,344.00	\$0.00
913803	2490449 MCKENZIE SPECIAL SCHOOL DIST	128443	MC KENZIE	TN	2013	10/14/2015	\$142,200.00	80	\$113,760.00	\$0.00
882289	2439423 MORGAN COUNTY SCHOOL DISTRICT	128406	WARTBURG	TN	2013	10/14/2015	\$434,340.00	82	\$356,158.80	\$0.00
918519	2505702 MURFREESBORO CITY SCHOOL DIST	128241	MURFREESBORO	TN	2013	10/14/2015	\$480.00	70	\$336.00	\$0.00
915406	2505852 MURFREESBORO CITY SCHOOL DIST	128241	MURFREESBORO	TN	2013	10/14/2015	\$237,600.00	70	\$166,320.00	\$0.00
929243	2538162 MURFREESBORO CITY SCHOOL DIST	128241	MURFREESBORO	TN	2013	10/14/2015	\$38,439.00	70	\$26,907.30	\$0.00
916430	2505731 ONEIDA SPECIAL SCHOOL DISTRICT	128386	ONEIDA	TN	2013	10/14/2015	\$120,000.00	80	\$96,000.00	\$0.00
909840	2477769 OVERTON COUNTY SCHOOL DISTRICT	128522	LIVINGSTON	TN	2013	10/14/2015	\$98,340.00	81	\$79,655.40	\$0.00
909840	2477776 OVERTON COUNTY SCHOOL DISTRICT	128522	LIVINGSTON	TN	2013	10/14/2015	\$4,800.00	81	\$3,888.00	\$0.00
896759	2490558 PERRY COUNTY SCHOOL DISTRICT	128238	LINDEN	TN	2013	10/14/2015	\$9,480.00	83	\$7,868.40	\$0.00
896759	2489919 PERRY COUNTY SCHOOL DISTRICT	128238	LINDEN	TN	2013	10/14/2015	\$162,816.00	83	\$135,137.28	\$0.00
920207	2510510 PICKETT COUNTY SCHOOL DISTRICT	128511	BYRDSTOWN	TN	2013	10/14/2015	\$85,032.00	80	\$68,025.60	\$0.00
911201	2481817 POLK COUNTY SCHOOL DISTRICT	128269	BENTON	TN	2013	10/14/2015	\$267,300.00	83	\$221,859.00	\$0.00
911172	2493376 POLK COUNTY SCHOOL DISTRICT	128269	BENTON	TN	2013	10/14/2015	\$29,958.60	83	\$24,865.64	\$0.00
914673	2493180 POLK COUNTY SCHOOL DISTRICT	128269	BENTON	TN	2013	10/14/2015	\$12,000.00	83	\$9,960.00	\$0.00
928429	2535480 PUTNAM COUNTY SCHOOL DISTRICT	128509	COOKEVILLE	TN	2013	10/14/2015	\$22,459.20	77	\$17,293.58	\$0.00
928386	2535364 PUTNAM COUNTY SCHOOL DISTRICT	128509	COOKEVILLE	TN	2013	10/14/2015	\$876,000.00	77	\$674,520.00	\$0.00
928419	2535426 PUTNAM COUNTY SCHOOL DISTRICT	128509	COOKEVILLE	TN	2013	10/14/2015	\$7,200.00	77	\$5,544.00	\$0.00
919164	2508109 STEWART COUNTY BD OF EDUCATION	128217	DOVER	TN	2013	10/14/2015	\$30,600.00	77	\$23,562.00	\$0.00
918944	2507019 STEWART COUNTY BD OF EDUCATION	128217	DOVER	TN	2013	10/14/2015	\$160,320.00	77	\$123,446.40	\$0.00
925004	2533027 SUMNER COUNTY SCHOOL DISTRICT	128225	GALLATIN	TN	2013	10/14/2015	\$992,460.00	62	\$615,325.20	\$0.00
925004	2533039 SUMNER COUNTY SCHOOL DISTRICT	128225	GALLATIN	TN	2013	10/14/2015	\$116,950.80	62	\$72,509.50	\$0.00
917099	2500725 SWEETWATER CITY SCHOOL DIST	128401	SWEETWATER	TN	2013	10/14/2015	\$148,500.00	88	\$130,680.00	\$0.00
919406	2508370 SWEETWATER CITY SCHOOL DIST	128401	SWEETWATER	TN	2013	10/14/2015	\$47,631.96	88	\$41,916.12	\$0.00
919406	2508549 SWEETWATER CITY SCHOOL DIST	128401	SWEETWATER	TN	2013	10/14/2015	\$7,200.00	88	\$6,336.00	\$0.00
922406	2517292 VAN BUREN COUNTY SCHOOL DIST	128528	SPENCER	TN	2013	10/14/2015	\$61,680.00	80	\$49,344.00	\$0.00
922290	2516856 WASHINGTON COUNTY SCHOOL DIST	128328	JONESBOROUGH	TN	2013	10/14/2015	\$24,000.00	71	\$17,040.00	\$0.00
922161	2516540 WASHINGTON COUNTY SCHOOL DIST	128328	JONESBOROUGH	TN	2013	10/14/2015	\$482,400.00	71	\$342,504.00	\$0.00
921027	2513252 WAYNE COUNTY SCHOOLS	128505	WAYNESBORO	TN	2013	10/14/2015	\$157,200.00	80	\$125,760.00	\$0.00
914821	2493801 WEST CARROLL SPECIAL SCHOOL DISTRICT	128457	TREZEVANT	TN	2013	10/14/2015	\$156,000.00	90	\$140,400.00	\$0.00
896252	2485233 WHITE COUNTY SCHOOL DISTRICT	128525	SPARTA	TN	2013	10/14/2015	\$300,000.00	85	\$255,000.00	\$0.00
896252	2485315 WHITE COUNTY SCHOOL DISTRICT	128525	SPARTA	TN	2013	10/14/2015	\$4,080.00	85	\$3,468.00	\$0.00

Commitment Adjustments

919211	2507606 CLINTON CITY SCHOOL DISTRICT	128338	CLINTON	TN	2013	7/16/2013	\$0.00	\$0.00	\$128,313.60	\$0.00
918525	2506944 DAYTON CITY SCHOOL DISTRICT	128277	DAYTON	TN	2013	6/25/2013	\$0.00	\$0.00	\$36,000.00	\$0.00

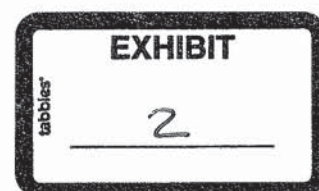
2014

471 Applicat	FRN	Applicant Name	BEN	Applicant City	Applicant	Funding Ye	FCDL Date	Orig Discount	Orig Commitment	Rei	Committed Amount
938335	2607849	ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2014	10/19/2015	90	\$86,018.44		\$0.00
938335	2607823	ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2014	10/19/2015	90	\$18,360.00		\$0.00
938335	2607856	ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2014	10/19/2015	90	\$151,200.00		\$0.00
938335	2607863	ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2014	10/19/2015	90	\$2,754.00		\$0.00
961009	2697872	ASPIRE PUBLIC SCHOOLS		16026344 OAKLAND	CA	2014	11/3/2015	84	\$16,171.44		\$0.00
961009	2697848	ASPIRE PUBLIC SCHOOLS		16026344 OAKLAND	CA	2014	11/3/2015	84	\$18,045.72		\$0.00
961009	2697742	ASPIRE PUBLIC SCHOOLS		16026344 OAKLAND	CA	2014	11/3/2015	84	\$22,330.93		\$0.00
972558	2647959	ATHENS CITY SCHOOL DISTRICT		128266 ATHENS	TN	2014	10/19/2015	80	\$215,040.00		\$0.00
972605	2648104	ATHENS CITY SCHOOL DISTRICT		128266 ATHENS	TN	2014	10/19/2015	80	\$9,984.00		\$0.00
972619	2648060	ATHENS CITY SCHOOL DISTRICT		128266 ATHENS	TN	2014	10/19/2015	80	\$32,360.64		\$0.00
963039	2619331	BLOUNT COUNTY SCHOOLS		128367 MARYVILLE	TN	2014	10/19/2015	67	\$386,724.00		\$0.00
940355	2564502	CANNON COUNTY SCHOOL DISTRICT		128255 WOODBURY	TN	2014	10/19/2015	82	\$377,344.32		\$0.00
987123	2693022	CHEATHAM COUNTY SCHOOL DIST		128207 ASHLAND CITY	TN	2014	10/19/2015	69	\$365,934.60		\$0.00
987278	2693133	CHEATHAM COUNTY SCHOOL DIST		128207 ASHLAND CITY	TN	2014	10/19/2015	69	\$93,700.01		\$0.00
945153	2584890	CLAY COUNTY SCHOOL DISTRICT		128513 CELINA	TN	2014	10/19/2015	79	\$70,152.00		\$0.00
950326	2659960	CLINTON CITY SCHOOL DISTRICT		128338 CLINTON	TN	2014	10/19/2015	82	\$2,952.00		\$0.00
950326	2642241	CLINTON CITY SCHOOL DISTRICT		128338 CLINTON	TN	2014	10/19/2015	82	\$20,193.65		\$0.00
950326	2642182	CLINTON CITY SCHOOL DISTRICT		128338 CLINTON	TN	2014	10/19/2015	82	\$128,313.60		\$0.00
947082	2577819	CUMBERLAND COUNTY SCHOOL DIST		128515 CROSSVILLE	TN	2014	10/19/2015	83	\$19,920.00		\$0.00
937550	2573835	CUMBERLAND COUNTY SCHOOL DIST		128515 CROSSVILLE	TN	2014	10/19/2015	83	\$377,484.00		\$0.00
947116	2577824	CUMBERLAND COUNTY SCHOOL DIST		128515 CROSSVILLE	TN	2014	10/19/2015	83	\$129,818.64		\$0.00
968862	2637402	DAYTON CITY SCHOOL DISTRICT		128277 DAYTON	TN	2014	10/19/2015	80	\$22,708.32		\$0.00
972289	2647173	DAYTON CITY SCHOOL DISTRICT		128277 DAYTON	TN	2014	10/19/2015	80	\$38,400.00		\$0.00
952109	2588634	DYER COUNTY SCHOOL DISTRICT		128425 DYERSBURG	TN	2014	10/19/2015	80	\$134,094.72		\$0.00
952184	2593015	DYER COUNTY SCHOOL DISTRICT		128425 DYERSBURG	TN	2014	10/19/2015	80	\$293,721.60		\$0.00
954290	2593386	DYER COUNTY SCHOOL DISTRICT		128425 DYERSBURG	TN	2014	10/19/2015	80	\$15,360.00		\$0.00
973236	2649960	GRAINGER COUNTY SCHOOL DISTRICT		128393 RUTLEDGE	TN	2014	10/19/2015	80	\$261,120.00		\$0.00
990232	2702116	GRAINGER COUNTY SCHOOL DISTRICT		128393 RUTLEDGE	TN	2014	10/19/2015	80	\$60,326.40		\$0.00
964928	2627064	GRUNDY COUNTY SCHOOLS		128262 ALTAMONT	TN	2014	10/19/2015	89	\$256,320.00		\$0.00
955308	2595590	HANCOCK COUNTY SCHOOL DISTRICT		128398 SNEEDVILLE	TN	2014	10/19/2015	90	\$135,756.00		\$0.00
955352	2595716	HANCOCK COUNTY SCHOOL DISTRICT		128398 SNEEDVILLE	TN	2014	10/19/2015	90	\$5,400.00		\$0.00
983790	2682330	HARDIN COUNTY SCHOOL DISTRICT		128488 SAVANNAH	TN	2014	10/19/2015	81	\$30,764.29		\$0.00
983790	2682317	HARDIN COUNTY SCHOOL DISTRICT		128488 SAVANNAH	TN	2014	10/19/2015	81	\$300,105.00		\$0.00
983790	2682322	HARDIN COUNTY SCHOOL DISTRICT		128488 SAVANNAH	TN	2014	10/19/2015	81	\$11,080.80		\$0.00
949561	2602187	HAWKINS COUNTY SCHOOL DISTRICT		128390 ROGERSVILLE	TN	2014	10/19/2015	83	\$179,238.50		\$0.00
949561	2602183	HAWKINS COUNTY SCHOOL DISTRICT		128390 ROGERSVILLE	TN	2014	10/19/2015	83	\$15,936.00		\$0.00
949561	2602175	HAWKINS COUNTY SCHOOL DISTRICT		128390 ROGERSVILLE	TN	2014	10/19/2015	83	\$642,908.04		\$0.00
963038	2622033	HENDERSON COUNTY SCHOOL DIST		128480 LEXINGTON	TN	2014	10/19/2015	82	\$136,522.13		\$0.00
963038	2621954	HENDERSON COUNTY SCHOOL DIST		128480 LEXINGTON	TN	2014	10/19/2015	82	\$373,920.00		\$0.00
963038	2622042	HENDERSON COUNTY SCHOOL DIST		128480 LEXINGTON	TN	2014	10/19/2015	82	\$28,339.20		\$0.00
954606	2594771	HOUSTON COUNTY SCHOOL DISTRICT		128220 ERIN	TN	2014	10/19/2015	77	\$150,150.00		\$0.00
964972	2631448	HUMPHREYS COUNTY SCHOOLS		128253 WAVERLY	TN	2014	10/19/2015	78	\$182,052.00		\$0.00
964972	2631455	HUMPHREYS COUNTY SCHOOLS		128253 WAVERLY	TN	2014	10/19/2015	78	\$45,038.45		\$0.00
959443	2606057	LAKE COUNTY SCHOOL		128436 TIPTONVILLE	TN	2014	10/19/2015	87	\$20,880.00		\$0.00
959317	2605744	LAKE COUNTY SCHOOL		128436 TIPTONVILLE	TN	2014	10/19/2015	87	\$190,697.04		\$0.00
968529	2636105	LAKE COUNTY SCHOOL		128436 TIPTONVILLE	TN	2014	10/19/2015	87	\$33,126.71		\$0.00
985321	2687196	LAUDERDALE COUNTY SCHOOL DIST		128430 RIPLEY	TN	2014	10/19/2015	87	\$9,396.00		\$0.00
985208	2686764	LAUDERDALE COUNTY SCHOOL DIST		128430 RIPLEY	TN	2014	10/19/2015	87	\$105,722.54		\$0.00
984373	2684498	LAUDERDALE COUNTY SCHOOL DIST		128430 RIPLEY	TN	2014	10/19/2015	87	\$298,145.52		\$0.00
966911	2630428	LAWRENCE COUNTY SCHOOL DIST		128499 LAWRENCEBURG	TN	2014	10/19/2015	80	\$451,200.00		\$0.00
965917	2627956	LAWRENCE COUNTY SCHOOL DIST		128499 LAWRENCEBURG	TN	2014	10/19/2015	80	\$31,792.80		\$0.00
987122	2692726	LINCOLN COUNTY SCHOOL DISTRICT		128288 FAYETTEVILLE	TN	2014	10/19/2015	78	\$29,068.70		\$0.00
949564	2616945	LOUDON COUNTY SCHOOL DISTRICT		128362 LENOIR CITY	TN	2014	10/19/2015	73	\$110,864.81		\$0.00
949564	2616977	LOUDON COUNTY SCHOOL DISTRICT		128362 LENOIR CITY	TN	2014	10/19/2015	73	\$320,388.24		\$0.00
960812	2610552	MARYVILLE CITY SCHOOL DISTRICT		128366 MARYVILLE	TN	2014	10/19/2015	56	\$17,774.40		\$0.00
952352	2591325	MARYVILLE CITY SCHOOL DISTRICT		128366 MARYVILLE	TN	2014	10/19/2015	56	\$3,763.20		\$0.00
957576	2600950	MARYVILLE CITY SCHOOL DISTRICT		128366 MARYVILLE	TN	2014	10/19/2015	56	\$114,240.00		\$0.00
949816	2583827	MCKENZIE SPECIAL SCHOOL DIST		128443 MC KENZIE	TN	2014	10/19/2015	80	\$118,579.20		\$0.00
949830	2583846	MCKENZIE SPECIAL SCHOOL DIST		128443 MC KENZIE	TN	2014	10/19/2015	80	\$1,344.00		\$0.00
952123	2588614	MORGAN COUNTY SCHOOL DISTRICT		128406 WARTBURG	TN	2014	10/19/2015	82	\$349,782.48		\$0.00
985131	2686411	MURFREESBORO CITY SCHOOL DIST		128241 MURFREESBORO	TN	2014	10/19/2015	70	\$336.00		\$0.00
988130	2695892	MURFREESBORO CITY SCHOOL DIST		128241 MURFREESBORO	TN	2014	10/19/2015	70	\$70,263.90		\$0.00
984587	2684666	MURFREESBORO CITY SCHOOL DIST		128241 MURFREESBORO	TN	2014	10/19/2015	70	\$226,800.00		\$0.00
963497	2617749	ONEIDA SPECIAL SCHOOL DISTRICT		128386 ONEIDA	TN	2014	10/19/2015	80	\$2,880.00		\$0.00
963424	2617703	ONEIDA SPECIAL SCHOOL DISTRICT		128386 ONEIDA	TN	2014	10/19/2015	80	\$55,200.00		\$0.00
940929	2655515	OVERTON COUNTY SCHOOL DISTRICT		128522 LIVINGSTON	TN	2014	10/19/2015	81	\$3,888.00		\$0.00
940929	2564940	OVERTON COUNTY SCHOOL DISTRICT		128522 LIVINGSTON	TN	2014	10/19/2015	81	\$87,480.00		\$0.00
976513	2684979	PERRY COUNTY SCHOOL DISTRICT		128238 LINDEN	TN	2014	10/19/2015	83	\$166,182.60		\$0.00
958280	2602718	PICKETT COUNTY SCHOOL DISTRICT		128511 BYRDSTOWN	TN	2014	10/19/2015	80	\$72,412.80		\$0.00
948700	2581882	POLK COUNTY SCHOOL DISTRICT		128269 BENTON	TN	2014	10/19/2015	83	\$24,829.58		\$0.00
948686	2581806	POLK COUNTY SCHOOL DISTRICT		128269 BENTON	TN	2014	10/19/2015	83	\$9,960.00		\$0.00
947621	2579293	POLK COUNTY SCHOOL DISTRICT		128269 BENTON	TN	2014	10/19/2015	83	\$221,610.00		\$0.00
991520	2706082	PUTNAM COUNTY SCHOOL DISTRICT		128509 COOKEVILLE	TN	2014	10/19/2015	78	\$16,784.82		\$0.00
990754	2705575	PUTNAM COUNTY SCHOOL DISTRICT		128509 COOKEVILLE	TN	2014	10/19/2015	78	\$706,680.00		\$0.00
976547	2659807	STEWART COUNTY BD OF EDUCATIO		128217 DOVER	TN	2014	10/19/2015	77	\$31,794.38		\$0.00
947252	2583803	STEWART COUNTY BD OF EDUCATIO		128217 DOVER	TN	2014	10/19/2015	77	\$172,326.00		\$0.00
954390	2633291	SUMNER COUNTY SCHOOL DISTRICT		128225 GALLATIN	TN	2014	10/19/2015	63	\$848,844.36		\$0.00
954390	2633293	SUMNER COUNTY SCHOOL DISTRICT		128225 GALLATIN	TN	2014	10/19/2015	63	\$30,844.80		\$0.00
947375	2579179	SWEETWATER CITY SCHOOL DIST		128401 SWEETWATER	TN	2014	10/19/2015	86	\$9,849.41		\$0.00
945733	2574934	SWEETWATER CITY SCHOOL DIST		128401 SWEETWATER	TN	2014	10/19/2015	86	\$149,640.00		\$0.00
978668	2666458	VAN BUREN COUNTY SCHOOL DIST		128528 SPENCER	TN	2014	10/19/2015	80	\$52,800.00		\$0.00
979607	2669205	WASHINGTON COUNTY SCHOOL DIST		128328 JONESBOROUGH	TN	2014	10/19/2015	70	\$16,800.00		\$0.00
977156	2661454	WASHINGTON COUNTY SCHOOL DIST		128328 JONESBOROUGH	TN	2014	10/19/2015	70	\$350,280.00		\$0.00
972759	2648525	WAYNE COUNTY SCHOOLS		128505 WAYNESBORO	TN	2014	10/19/2015	80	\$145,920.00		\$0.00
951165	2586707	WEST CARROLL SPECIAL SCHOOL DIS		128457 TREZEVANT	TN	2014	10/19/2015	90	\$154,515.60		\$0.00
951208	2586726	WEST CARROLL SPECIAL SCHOOL DIS		128457 TREZEVANT	TN	2014	10/19/2015	90	\$6,480.00		\$0.00
937725	2615389	WHITE COUNTY SCHOOL DISTRICT		128525 MURFART	TN	2014	10/19/2015	85	\$279,990.00		\$0.00
Commitment Adjustments											
964508	2621204	SCOTT COUNTY SCHOOL SYSTEM		128350 HUNTSVILLE	TN	2014	5/15/2014	\$10,800.00	\$9,720		\$0.00

2015

471 Applicant FRN	Applicant Name	BEN	Applicant City	Applicant State	Funding Year	FCDL Date	Orig Discon	Orig Commitment Request	Committed Amount
1022325	2828239 ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2015	10/16/2015	90	\$59,400.00	\$0.00
1022325	2828216 ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2015	10/16/2015	70	\$77,436.80	\$0.00
1022325	2828620 ACHIEVEMENT SCHOOL DISTRICT		16071130 NASHVILLE	TN	2015	10/16/2015	90	\$140,400.00	\$0.00
1048899	2864181 ATHENS CITY SCHOOL DISTRICT		128266 ATHENS	TN	2015	10/16/2015	70	\$19,633.49	\$0.00
1046642	2856804 ATHENS CITY SCHOOL DISTRICT		128266 ATHENS	TN	2015	10/16/2015	90	\$253,800.00	\$0.00
1025068	2782972 BLOUNT COUNTY SCHOOLS		128367 MARYVILLE	TN	2015	10/16/2015	80	\$665,280.00	\$0.00
1003128	2726203 CANNON COUNTY SCHOOL DISTRICT		128255 WOODBURY	TN	2015	10/16/2015	80	\$315,840.00	\$0.00
1042152	2847002 CAPSTONE EDUCATION GROUP		16085060 MEMPHIS	TN	2015	11/20/2015	70	\$24,586.52	\$0.00
1042152	2847047 CAPSTONE EDUCATION GROUP		16085060 MEMPHIS	TN	2015	11/20/2015	90	\$157,140.00	\$0.00
1049086	2866607 CHEATHAM COUNTY SCHOOL DIST		128207 ASHLAND CITY	TN	2015	10/16/2015	80	\$477,120.00	\$0.00
1049871	2867052 CHEATHAM COUNTY SCHOOL DIST		128207 ASHLAND CITY	TN	2015	10/16/2015	60	\$44,184.96	\$0.00
1018049	2763320 CLAY COUNTY SCHOOL DISTRICT		128513 CELINA	TN	2015	10/16/2015	80	\$71,040.00	\$0.00
998754	2756437 CLINTON CITY SCHOOL DISTRICT		128338 CLINTON	TN	2015	10/16/2015	80	\$129,964.80	\$0.00
998754	2756422 CLINTON CITY SCHOOL DISTRICT		128338 CLINTON	TN	2015	10/16/2015	60	\$15,066.72	\$0.00
1038564	2828186 CUMBERLAND COUNTY SCHOOL DIST		128515 CROSSVILLE	TN	2015	10/22/2015	80	\$179,660.00	\$0.00
1038415	2827840 CUMBERLAND COUNTY SCHOOL DIST		128515 CROSSVILLE	TN	2015	10/16/2015	80	\$476,160.00	\$0.00
1038629	2828332 CUMBERLAND COUNTY SCHOOL DIST		128515 CROSSVILLE	TN	2015	10/16/2015	60	\$13,877.28	\$0.00
1012352	2767910 DAYTON CITY SCHOOL DISTRICT		128277 DAYTON	TN	2015	10/16/2015	80	\$67,200.00	\$0.00
1020094	2768077 DAYTON CITY SCHOOL DISTRICT		128277 DAYTON	TN	2015	10/16/2015	60	\$13,042.66	\$0.00
1035047	2816967 DYER COUNTY SCHOOL DISTRICT		128425 DYERSBURG	TN	2015	10/16/2015	60	\$98,983.20	\$0.00
1034391	2814762 DYER COUNTY SCHOOL DISTRICT		128425 DYERSBURG	TN	2015	10/16/2015	80	\$318,720.00	\$0.00
1039932	2832800 GRAD ACADEMY MEMPHIS		16073462 MEMPHIS	TN	2015	10/16/2015	70	\$7,978.82	\$0.00
1039124	2830025 GRAD ACADEMY MEMPHIS		16073462 MEMPHIS	TN	2015	11/30/2015	90	\$145,800.00	\$0.00
1032075	2807404 GRAINGER COUNTY SCHOOL DISTRICT		128393 RUTLEDGE	TN	2015	10/16/2015	80	\$321,600.00	\$0.00
1014039	2751812 GRUNDY COUNTY SCHOOLS		128262 ALTAMONT	TN	2015	10/16/2015	90	\$291,600.00	\$0.00
1017945	2778043 HANCOCK COUNTY SCHOOL DISTRICT		128398 SNEEDVILLE	TN	2015	10/16/2015	70	\$18,323.76	\$0.00
1017945	2778094 HANCOCK COUNTY SCHOOL DISTRICT		128398 SNEEDVILLE	TN	2015	10/16/2015	90	\$187,380.00	\$0.00
1034556	2814997 HARDIN COUNTY SCHOOL DISTRICT		128488 SAVANNAH	TN	2015	10/16/2015	90	\$349,380.00	\$0.00
1034556	2814953 HARDIN COUNTY SCHOOL DISTRICT		128488 SAVANNAH	TN	2015	10/16/2015	70	\$21,200.93	\$0.00
1012163	2747176 HAWKINS COUNTY SCHOOL DISTRICT		128390 ROGERSVILLE	TN	2015	10/16/2015	80	\$649,632.00	\$0.00
1012163	2747177 HAWKINS COUNTY SCHOOL DISTRICT		128390 ROGERSVILLE	TN	2015	10/16/2015	60	\$103,582.94	\$0.00
1048072	2861343 HENDERSON COUNTY SCHOOL DIST		128480 LEXINGTON	TN	2015	10/22/2015	60	\$63,134.98	\$0.00
1048072	2861274 HENDERSON COUNTY SCHOOL DIST		128480 LEXINGTON	TN	2015	10/22/2015	80	\$374,400.00	\$0.00
999943	2735697 HOUSTON COUNTY SCHOOL DISTRICT		128220 ERIN	TN	2015	10/16/2015	80	\$152,640.00	\$0.00
1046783	2857359 HUMPHREYS COUNTY SCHOOLS		128253 WAVERLY	TN	2015	11/20/2015	80	\$180,480.00	\$0.00
1047453	2858934 HUMPHREYS COUNTY SCHOOLS		128253 WAVERLY	TN	2015	10/16/2015	80	\$180,480.00	\$0.00
1047453	2859000 HUMPHREYS COUNTY SCHOOLS		128253 WAVERLY	TN	2015	10/16/2015	60	\$36,631.20	\$0.00
1030372	2800723 LAKE COUNTY SCHOOL		128436 TIPTONVILLE	TN	2015	10/16/2015	90	\$195,480.00	\$0.00
1047254	2858302 LAUDERDALE COUNTY SCHOOL DIST		128430 RIPLEY	TN	2015	10/16/2015	70	\$60,574.30	\$0.00
1046525	2856286 LAUDERDALE COUNTY SCHOOL DIST		128430 RIPLEY	TN	2015	10/16/2015	90	\$313,826.40	\$0.00
1030492	2801052 LAWRENCE COUNTY SCHOOL DIST		128499 LAWRENCEBURG	TN	2015	10/16/2015	60	\$16,621.92	\$0.00
1030378	2800740 LAWRENCE COUNTY SCHOOL DIST		128499 LAWRENCEBURG	TN	2015	10/16/2015	80	\$292,704.00	\$0.00
1018385	2826786 LIBERTAS CHARTER MEMPHIS		16081242 MEMPHIS	TN	2015	10/16/2015	70	\$5,187.56	\$0.00
1018385	2826805 LIBERTAS CHARTER MEMPHIS		16081242 MEMPHIS	TN	2015	10/16/2015	90	\$33,466.93	\$0.00
1047774	2859952 LINCOLN COUNTY SCHOOL DISTRICT		128288 FAYETTEVILLE	TN	2015	10/16/2015	60	\$1,955.52	\$0.00
1023948	2879798 LOUDON COUNTY SCHOOL DISTRICT		128362 LENOIR CITY	TN	2015	10/16/2015	80	\$303,724.80	\$0.00
1023948	2779355 LOUDON COUNTY SCHOOL DISTRICT		128362 LENOIR CITY	TN	2015	10/16/2015	80	\$469,804.80	\$0.00
1003599	2734604 LOUDON COUNTY SCHOOL DISTRICT		128362 LENOIR CITY	TN	2015	10/16/2015	80	\$388,204.80	\$0.00
1003599	2734612 LOUDON COUNTY SCHOOL DISTRICT		128362 LENOIR CITY	TN	2015	10/16/2015	60	\$66,275.14	\$0.00
1004687	2729591 MARYVILLE CITY SCHOOL DISTRICT		128366 MARYVILLE	TN	2015	10/16/2015	30	\$5,550.91	\$0.00
1004642	2729487 MARYVILLE CITY SCHOOL DISTRICT		128366 MARYVILLE	TN	2015	10/16/2015	50	\$102,000.00	\$0.00
1005066	2730186 MCKENZIE SPECIAL SCHOOL DIST		128443 MC KENZIE	TN	2015	10/16/2015	80	\$158,400.00	\$0.00
1027697	2803722 MURFREESBORO CITY SCHOOL DIST		128241 MURFREESBORO	TN	2015	10/16/2015	80	\$206,400.00	\$0.00
1041913	2840516 ONEIDA SPECIAL SCHOOL DISTRICT		128386 ONEIDA	TN	2015	10/16/2015	80	\$107,040.00	\$0.00
999014	2721444 OVERTON COUNTY SCHOOL DISTRICT		128522 LIVINGSTON	TN	2015	10/16/2015	80	\$86,400.00	\$0.00
1003401	2759823 PERRY COUNTY SCHOOL DISTRICT		128238 LINDEN	TN	2015	10/16/2015	80	\$188,160.00	\$0.00
1023563	2778221 PICKETT COUNTY SCHOOL DISTRICT		128511 BYRDSTOWN	TN	2015	10/16/2015	80	\$71,040.00	\$0.00
1016341	2777491 POLK COUNTY SCHOOL DISTRICT		128269 BENTON	TN	2015	10/16/2015	70	\$14,521.25	\$0.00
1016341	2773260 POLK COUNTY SCHOOL DISTRICT		128269 BENTON	TN	2015	10/16/2015	90	\$243,000.00	\$0.00
1050156	2868002 PUTNAM COUNTY SCHOOL DISTRICT		128509 COOKEVILLE	TN	2015	10/16/2015	60	\$17,355.07	\$0.00
1050160	2868015 PUTNAM COUNTY SCHOOL DISTRICT		128509 COOKEVILLE	TN	2015	11/16/2015	80	\$803,068.80	\$0.00
1031335	2804270 STEWART COUNTY BD OF EDUCATION		128217 DOVER	TN	2015	10/16/2015	60	\$30,724.32	\$0.00
1003960	2794208 STEWART COUNTY BD OF EDUCATION		128217 DOVER	TN	2015	10/16/2015	80	\$163,200.00	\$0.00
1019324	2766161 SUMNER COUNTY SCHOOL DISTRICT		128225 GALLATIN	TN	2015	10/16/2015	60	\$830,160.00	\$0.00
1019324	2767199 SUMNER COUNTY SCHOOL DISTRICT		128225 GALLATIN	TN	2015	10/16/2015	40	\$31,560.00	\$0.00
1012581	2752206 SWEETWATER CITY SCHOOL DIST		128401 SWEETWATER	TN	2015	10/16/2015	70	\$25,745.66	\$0.00
1012581	2755911 SWEETWATER CITY SCHOOL DIST		128401 SWEETWATER	TN	2015	10/16/2015	90	\$189,000.00	\$0.00
1011423	2745194 VAN BUREN COUNTY SCHOOL DIST		128528 SPENCER	TN	2015	10/16/2015	90	\$59,400.00	\$0.00
1042857	2848126 WASHINGTON COUNTY SCHOOL DIST		128328 JONESBOROUGH	TN	2015	10/16/2015	80	\$473,119.97	\$0.00
1024980	2825196 WAYNE COUNTY SCHOOLS		128505 WAYNESBORO	TN	2015	10/16/2015	80	\$146,880.00	\$0.00
1015715	2759843 WEST CARROLL SPECIAL SCHOOL DISTRICT		128457 TREZEVANT	TN	2015	10/16/2015	80	\$158,400.00	\$0.00
1023065	2777269 WHITE COUNTY SCHOOL DISTRICT		128525 SPARTA	TN	2015	10/16/2015	80	\$303,360.00	\$0.00

Sweetwater 2013 FCC Form 470 No. 283390001111946



Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form.

Form 470 Application Number: 283390001111946	Applicant's Form Identifier: TN-Consort- 2013
Application Status: CERTIFIED	Posting Date: 01/29/2013
Allowable Contract Date: 02/26/2013	Certification Received Date: 01/29/2013

Block 1: Applicant Address and Information

1 Name of Applicant:

SWEETWATER CITY SCHOOL DIST

2 Funding Year: 2013 (Funding years run from July 1 through the following June 30)

3 Entity Number: 128401

4a Street Address, P.O.Box, or Route Number:

203 MONROE ST

City: SWEETWATER State: TN Zip Code: 37874 -0000

4b Telephone Number: (423) 337 -7051

4c Fax Number: (423) 337 -6773

5a Eligible Entities That Will Receive Services:

Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in Item **15** the entity/entities that will pay the bills for these services.

☐ Individual School (individual public or non-public school)

☐ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)

☒ Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

☐ Statewide application for (enter 2-letter state code) representing (check all that apply)

☐ All public schools/districts in the state

☐ All non-public schools in the state

☐ All libraries in the state

5b Recipient(s) of Services - Check all that apply:		
<input checked="" type="checkbox"/> P rivate	<input checked="" type="checkbox"/> P ublic	<input checked="" type="checkbox"/> C harter
<input type="checkbox"/> T ribal	<input type="checkbox"/> Hea d Star t	<input checked="" type="checkbox"/> St ate Age ncy
5c Number of eligible entities for which services are sought: 76		
Block 1: Applicant Address and Information (continued)		
<p>6a Contact Person's Name: Larry Stein</p> <p>If the Contact Person's Street Address is the same as Item 4a above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O.Box, or Route Number: NOTE: USAC will use this address to mail correspondence 203 MONROE ST City: SWEETWATER State: TN Zip Code: 37874 -0000</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number: (423) 337 -7051</p> <p><input type="checkbox"/> 6d Fax Number: (423) 337 -6773</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address: larry.stein@scstn.net</p> <p>Re-enter E-mail Address: larry.stein@scstn.net</p> <p>If a consultant is assisting you with your application process, please complete Item 7 below:</p> <p>7 Consultant Name: Name of Consultant's Employer: Consultant's Street Address: City: State: Zip Code: Consultant's Telephone Number: Ext. Consultant's Fax Number: Consultant's E-mail Address: Re-enter E-mail Address: Consultant Registration Number:</p>		
Entity Number: 128401		Applicant's Form Identifier: TN-Consort-2013
Contact Person: Larry Stein		Phone Number: (423) 337-7051
Block 2: Summary Description of Needs or Services Requested		
8 Telecommunication Services		

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:
or via (check one) ☒ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier: RFP 13-1

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Service	Quantity and/or Capacity
Managed Internet Access, Voice-Over-IP and Video Conferencing	Service for all or part of the entities list on this RFP and other TN LEAs that may be added in the future.

9 Internet Access

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:
or via (check one) ☒ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier: RFP 13-1

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).

Service	Quantity and/or Capacity
Managed Internet Access, Voice-Over-IP and Video Conferencing	Service for all or part of the entities list on this RFP and other TN LEAs that may be added in the future.

Entity Number: 128401	Applicant's Form Identifier: TN-Consort-2013
Contact Person: Larry Stein	Phone Number: (423) 337-7051

10 Internal Connections Other Than Basic Maintenance

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If

your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:

or via (check one) ☐ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier:

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).

11 Basic Maintenance of Internal Connections

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:

or via (check one) ☐ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier:

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).

Entity Number: 128401

Applicant's Form Identifier: TN-Consort-2013

Contact Person: Larry Stein

Phone Number: (423) 337-7051

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.

Name:

Larry Stein

Title:

Supervisor of Instruction

Telephone Number: (423) 337 - 4333

Fax Number: (423) 536 - 7014

Email Address: larry.stein@sctn.net

Re-enter E-mail Address: larry.stein@sctn.net

13 ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.

☒ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

This RFP covers service through the term of the contract which ends June 30, 2016

Block 3:

14. [Reserved]

Entity Number: 128401

Applicant's Form Identifier: TN-Consort-2013

Contact Person: Larry Stein

Contact Phone Number: (423) 337-7051

Block 4: Recipients of Service

15 Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this form.

These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your

FCC Form 471 is not listed below, funding may be denied for the funding requests associated with this FCC Form 470. Attach additional pages if needed.

Entity Number	Entity Name
16071130	ACHIEVEMENT SCHOOL DISTRICT
128502	GILES COUNTY SCHOOL DISTRICT
128509	PUTNAM COUNTY SCHOOL DISTRICT
128269	POLK COUNTY SCHOOL DISTRICT
128236	MARSHALL COUNTY BOARD OF EDUC
128511	PICKETT COUNTY SCHOOL DISTRICT
128393	GRAINGER COUNTY SCHOOL DISTRICT
128262	GRUNDY COUNTY SCHOOLS
128406	MORGAN COUNTY SCHOOL DISTRICT
128522	OVERTON COUNTY SCHOOL DISTRICT
128401	SWEETWATER CITY SCHOOL DIST
42470	WEST TENNESSEE SCHOOL FOR DEAF
128277	DAYTON CITY SCHOOL DISTRICT
128463	JACKSON-MADISON COUNTY SCHOOL SYSTEM
128398	HANCOCK COUNTY SCHOOL DISTRICT

128430	LAUDERDALE COUNTY SCHOOL DIST
128362	LOUDON COUNTY SCHOOL DISTRICT
128465	BRADFORD SPECIAL SCHOOL DIST
128352	CAMPBELL COUNTY SCHOOL DIST
128338	CLINTON CITY SCHOOL DISTRICT
128515	CUMBERLAND COUNTY SCHOOL DIST
128425	DYER COUNTY SCHOOL DISTRICT
128443	MCKENZIE SPECIAL SCHOOL DIST
128366	MARYVILLE CITY SCHOOL DISTRICT
128260	TN STATE DEPARTMENT OF EDUCATION
128266	ATHENS CITY SCHOOL DISTRICT
128493	MAURY COUNTY SCHOOL DISTRICT
41197	TENNESSEE SCHOOL FOR THE BLIND
41998	TENNESSEE SCHOOL FOR THE DEAF
128248	DE KALB COUNTY SCHOOL DISTRICT
128287	FAYETTEVILLE CITY SCHOOL DIST
128480	HENDERSON COUNTY SCHOOL DIST
128331	KINGSPORT CITY SCHOOL DISTRICT
128238	PERRY COUNTY SCHOOL DISTRICT
16026344	ASPIRE PUBLIC SCHOOLS
128513	CLAY COUNTY SCHOOL DISTRICT
128371	HAMBLEN COUNTY SCHOOL DISTRICT
128208	SMITH COUNTY BOARD OF EDUC
128217	STEWART COUNTY BD OF EDUCATION
128467	BENTON COUNTY SCHOOL DISTRICT
128422	TIPTON COUNTY SCHOOLS
128505	WAYNE COUNTY SCHOOLS
128457	WEST CARROLL SPECIAL SCHOOL DISTRICT
42677	YORK INSTITUTE
128470	DECATUR COUNTY SCHOOL DISTRICT
128426	DYERSBURG CITY SCHOOL DISTRICT
128318	JOHNSON CITY SCHOOL DISTRICT
128483	LEXINGTON CITY ELEM SCH DIST
128288	LINCOLN COUNTY SCHOOL DISTRICT
128346	GREENEVILLE CITY SCHOOLS
128488	HARDIN COUNTY SCHOOL DISTRICT
128386	ONEIDA SPECIAL SCHOOL DISTRICT
128414	CROCKETT COUNTY SCHOOL DIST

128328	WASHINGTON COUNTY SCHOOL DIST
128528	VAN BUREN COUNTY SCHOOL DIST
128525	WHITE COUNTY SCHOOL DISTRICT
128334	ALCOA CITY SCHOOL DISTRICT
128207	CHEATHAM COUNTY SCHOOL DIST
128517	FENTRESS COUNTY SCHOOL DIST
128241	MURFREESBORO CITY SCHOOL DIST
128220	HOUSTON COUNTY SCHOOL DISTRICT
128520	JACKSON COUNTY SCHOOL DISTRICT
128367	BLOUNT COUNTY SCHOOLS
128436	LAKE COUNTY SCHOOL
128499	LAWRENCE COUNTY SCHOOL DIST
128440	SHELBY COUNTY SCHOOL DISTRICT
128221	FRANKLIN SPECIAL SCHOOL DIST
128357	ROANE COUNTY SCHOOL DISTRICT
128415	BELLS SCHOOL DISTRICT
128255	CANNON COUNTY SCHOOL DISTRICT
128324	CARTER COUNTY BD OF EDUCATION
128390	HAWKINS COUNTY SCHOOL DISTRICT
128253	HUMPHREYS COUNTY SCHOOLS
128320	SULLIVAN COUNTY SCHOOL DIST
128225	SUMNER COUNTY SCHOOL DISTRICT
128350	SCOTT COUNTY SCHOOL SYSTEM

Entity Number: 128401	Applicant's Form Identifier: TN-Consort-2013
-----------------------	--

Contact Person: Larry Stein	Contact Phone Number: (423) 337-7051
-----------------------------	--------------------------------------

Block 5: Certifications and Signature

16 I certify that the applicant includes: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

17 ☒ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do

or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.

☐ Or I certify that no technology plan is required by Commission rules.

- 18 ☒ I certify that I will post my FCC Form 470 and (if applicable) make any applicable RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.
- 19 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- 20 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- 21 ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.
- 22 ☒ I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.
- 23 ☒ I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

24	<input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.
Entity Number: 128401	
Applicant's Form Identifier: TN-Consort-2013	
Contact Person: Larry Stein	
Contact Phone Number: (423) 337-7051	
25	Signature of authorized person: <input checked="" type="checkbox"/>
26	Date: 01/29/2013
<p>27a Printed name of authorized person: Larry Stein</p> <p>27b Title or position of authorized person: Supervisor of Instruction</p> <p><input type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person.</p> <p>27c Street Address, P.O. Box, Route Number, City, State, Zip Code: 203 Monroe Street City: Sweetwater State: TN Zip Code: 37874</p> <p>27d Telephone Number of Authorized Person: (423) 337-4333</p> <p>27e Fax Number of Authorized Person: (423) 536-7014</p> <p>27f E-mail Address of Authorized Person: larry.stein@scstn.net Re-enter E-mail Address: larry.stein@scstn.net</p> <p>27g Name of Authorized Person's Employer: Sweetwater City Schools</p>	
<p>Service provider involvement with preparation or certification of an FCC Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.</p>	
Entity Number: 128401	
Applicant's Form Identifier: TN-Consort-2013	
Contact Person: Larry Stein	
Phone Number: (423) 337-7051	
<p>NOTICE: In accordance with Section 54.503 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part</p>	

of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

FCC Form 470
October 2010

Sweetwater RFP

REQUEST FOR PROPOSAL

NUMBER 13-1

Sweetwater City Schools

This solicitation document serves as the written determination of the Director of Purchasing, that the use of competitive sealed bidding is neither practicable nor advantageous to the Sweetwater City Schools (SCS).

Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process.

RFP Title: Managed Internet Access, Voice-Over-IP and Video Conferencing

Contact:

Dr. Larry Stein (423) 423) 337-4333

larry.stein@scstn.net

January 29, 2013

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sweetwater City Schools (SCS).

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. Amendments to this RFP will be added to the RFP posting on the SCSSCS web site and will be transmitted by email to companies so requesting. If your company desires to receive copies or notices of any such amendments and other communications issued specific to this RFP, you must provide the information requested below to the SCSSCS Instructional Department. Please send this information by e-mail to *purchasing@SCS.org*. **SCSSCS will send amendments and other related communications only to those firms which complete and return this information.**

RFP number	13-1
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Fax number	_____
Contact person	_____
Email address	_____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sweetwater City Schools.

Amendments will be posted on the SCSSCS web site **<http://compurdy.com/scs2/technology.htm>** and attached to the solicitation listing as a PDF or WORD file. Check the web page for the particular proposal solicitation and for any posted amendments.

Table of Contents

1) Introduction/Overview	4
A. Overview	4
B. Purpose	4
C. Objective	4
D. Scope of Services	5
B. Background	5
C. Inquiries	5
D. Method of Source Selection	5
E. Pre-Proposal Conference	6
F. Minimum (general) criteria to be determined “Responsive”	6
G. Minimum (general) criteria to be determined “Responsible”	6
H. Projected Timetable	6
2) Constraints on the Contractor	7
3) Functional Requirements	7
4) Contractor Personnel Requirements	9
5) Contractor Responsibilities	9
6) SCS’s Right to Inspect	10
7) Terms and Conditions of Contract	10
8) Instructions for Proposal	10
A. Compliance with the RFP	10
B. Acknowledgment of Insurance Requirements	10
C. Delivery of Proposals	10
E. Ambiguity, Conflict, or Other Errors in the RFP	12
F. Proposals and Presentation Costs	13
G. Rejection of Proposals	13
H. Acceptance of Proposals	13
I. Requests for Clarification of Proposals	13
J. Validity of Proposals	13
9) Evaluation Criteria	13
• Tab I, Business Plan	15
• Tab II, Experience and Qualifications	15
• Tab III, Compensation and Cost Data	16
• Tab IV, Capacity and Ability to Meet Scheduling Requirements	16
• Tab V, Past performance and References	16
• Tab VI, Proforma Contract	17

Request for Proposals
RFP Title:

**Managed Internet Access, Voice-Over-IP and Video
Conferencing**

All Submitted Proposals become Public Record after Award.

Submission of a Proposal is an official waiver of confidentiality, notwithstanding any statements to the contrary that may be contained within the Proposal.

1) Introduction/Overview

A. Overview

The Sweetwater City Schools SCS(SCS) is requesting proposals on behalf of SCS and the Tennessee E-Rate Consortium-Sweetwater (Consortium) whose members have furnished a Letter of Agency (LOA) to SCSSCS for the purpose of securing services.

These services are intended to be eligible for the Federal Communications Commission's (FCC) Universal Service Program for Schools and Libraries known commonly as E-Rate. The method for all of the K-12 public school districts of Tennessee to purchase from this contract is TCA Title 12, Chapter 3, Part 10, which effectively allows Local Education Agencies, hereafter referred to as LEA, to make purchases based on the terms of a contract signed by another LEA. The funding for this contract comes from both LEA funds and the Federal E-Rate program. The technical and functional requirements for providing the necessary bundled, Internet access and management of the overall service offering must be flexible, scalable, and creatively approached by the proposing service provider. E-Rate Funding for the public schools will continue to be an overriding factor in determining what kind of technology and service offerings can be deployed throughout the Consortium's public school system environment.

B. Purpose

The SCS is requesting sealed proposals from qualified firms for the purchase of the following products and services:

- 1) Managed Internet Access as defined in the E-Rate program's Eligible Services List (ESL) as Priority 1(On-Premise Priority One Equipment) services.
 - a. Option for CIPA compliant content filtering
 - b. Option for E-Mail Hosting
 - c. Option for Web Hosting
- 2) Managed Voice-Over-IP (VOIP) services as defined in the E-Rate program's Eligible Services List (ESL) as Priority 1 service.
- 3) Managed Video Conferencing services as defined in the E-Rate program's Eligible Services List (ESL) as Priority 1 service.

C. Objective

The objective to be met through the award of the Request for Proposal is to enter into a five (5) year contract with the selected supplier(s) to achieve the Purpose listed above.

D. Scope of Services

The Consortium is made up of more than 76 Local Education Agencies (LEA) located in Tennessee and serving more than approximately 350,000 Tennessee public school students. The responding vendor(s) and the services provided on the resulting contract(s) must be able to support all members of the consortium as listed in Attachment E based on the services listed in the purpose section above.

B. Background

The current level of service for most of the schools in the consortium for Internet Access is a fiber based solution ranging from 10 MB to 1 GIG bandwidth. The solution proposed should allow for additional bandwidth to this range. Some of the buildings in the LEAs are at 1.544 MB. The cost grid for the response will list the various types of connectivity requested.

Further information on the LEAs listed is available at the Tennessee Department of Education website: <http://tennessee.gov/education/>

C. Inquiries

Direct questions related to this RFP to Dr. Larry Stein, and submit such questions in writing (email to larry.stein@scstn.net; letter, fax to 423-536-7014 by no later than February 8, 2013. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the SCS, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

The only official answer or position of SCS will be the one stated in writing.

D. Method of Source Selection

SCS is using the Competitive Sealed Proposals method of source selection, for this procurement.

Award(s), if made, will be made to the **Responsive** and **Responsible** Offeror(s) whose proposal is most advantageous to SCS, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). SCS will not use any other factors or criteria in the evaluation of proposals received.

SCS may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Offeror(s) for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E. Pre-Proposal Conference

The Pre-Proposal Conference will be at 1:00 PM CST in the Tennessee Organization of School Superintendents Boardroom located at 501 Union St., Suite 300, Nashville, TN 37219. on February 7, 2013.

F. Minimum (general) criteria to be determined “Responsive”

1. Does the proposal submitted conform in all material respects to the solicitation?
2. Does the proposer take significant exceptions to the SCS standard contract terms?

G. Minimum (general) criteria to be determined “Responsible”

1. Does the Offeror demonstrate an understanding of SCS's needs and proposed approach to the project?
2. Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
3. Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract(s)) and produce the required outcomes timely?
4. Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
5. Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract SCS seeks to establish through this RFP?
6. Does the Offeror propose to perform the work at a fair and reasonable cost?
7. E-Rate Compliance – Respondents must be in compliance with the FCC E-Rate program. If the vendor has questions regarding the E-Rate program they should call the Schools and Library Division of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at www.sl.universalservice.org. All respondents must provide a “Service Provider Number” (SPIN), which may be obtained from USAC at 1-973-560-4440.

H. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. SCS reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	Jan 29, 2013
Pre-Proposal Conference	Feb 7, 2013
Deadline for submittal of questions	Feb 8, 2013
Amendment Issued for Questions & Answers	Feb 11, 2013
Proposals Due	Feb 27, 2013
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

2) Constraints on the Contractor

The contractor must be able to demonstrate in their response through documented references that they have provided E-Rate funded Priority one services to school districts serving a combined minimum of 200,000 students under contract in one of the last three years of the E-Rate program for Internet Access.

3) Functional Requirements

The following describes the service and performance requirements that the selected contractor will be required to perform for the consortium. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

A. Technical Requirements for Managed Internet Access

Managed Internet Access as defined in the ESL as "On Premise Equipment"

Each vendor should include their Service Level Agreement (SLA) and detailed description of the terms. The SLA must address the following issues and meet the following criteria, at a minimum:

1. Network availability - industry standard of 99.999% is preferred. Service providers shall describe how they calculate availability.
2. Packet latency (20ms)
3. Packet loss (0.5%)
4. Timely installation intervals for new service requests – provide standard installation intervals for all services in the RFP
5. Maintenance response times for major and minor service outages – provide response times for major and minor outages for each service in the RFP
6. Number of major failures per year

7. Catastrophic incident response times (unplanned outages due to natural and man-made causes – provide response times to develop and submit a proposed resolution plan to address catastrophic outages such as hurricane, act or terror, etc.)

8. Quality of service (QoS) – voice over IP quality must be maintained at a Mean Opinion Score of 4.0, the equivalent of —toll quality.

The SLA will include consequences for noncompliance with SLAs terms, including financial penalties and grounds for contract termination (amount to be negotiated).

Vendor's must provide audited financial statements for the past 3 years. Vendor's must provide a detailed description of their online tools available to the client to support telecommunications payments, account information, account changes, network monitoring and other functionality that can provide value.

B. Technical Requirements for Content Filtering of Managed Internet Access

The vendor must propose a solution for content filtering which is compliant with the Children's Internet Protection Act (CIPA). Information for this may be obtained from the USAC website. There will be separate pricing required for this service on the cost section of the RFP.

This filter service will be optional for LEAs to accept with the Managed Internet Access from the awarded provider.

C. Technical Requirements for Managed VOIP

Managed VOIP is the ability to use the Internet Protocol (IP) to place voice calls and transport voice traffic over the data network,

A solution based on services provided by a telecommunications provider that is primarily based on traditional monthly usage charges for tariff or contracted telephone services with little or no customer owned equipment. This may be based on Centrex, Plexar, POTS or other telephone services

It must be a turn-key solution and must be consistent with current E-Rate ELS funding and eligibility guidelines.

The solution must include:

9. Adds, moves and changes to end user telephony setup
10. The option for the vendor to be responsible for handset deployment, replacement and maintenance.
11. The design should allow for the independent functioning of data and voice without adversely affecting the other.

12. Pricing separately for classroom and office appropriate handsets (Not E-Rate eligible).

D. Technical Requirements for Managed Video Conferencing

The telecommunications component of video conferencing services that provide a means for multiple users to participate in group discussions can be eligible if the services are limited only to eligible educational or library purposes as described in the ESL

The solution must include:

13. Use of LEA network.
14. Remote management tool. Bridge management
15. Proactive bridge monitoring of quality of service and security.
16. Endpoint monitoring and management
17. Remote device monitoring.
18. Problem Management to troubleshoot any technical difficulties.
19. Two levels of assistance for on-the-spot troubleshooting resolution during an event as well as post-meeting evaluation and repair of any ongoing issues.

4) Contractor Personnel Requirements

- A. The Contractor shall provide a single point of contact for SCS.
- B. Detailed resumes for all management and key personnel shall be submitted with each proposal.
- C. Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

5) Contractor Responsibilities

A. Installation.

1. The contractor shall deliver and install all hardware and software onsite at consortium facilities.
2. The contractor shall provide their own tools.
3. The contractor shall install and test the system during agreed upon work hours.

B. Training and Support.

1. The contractor shall provide onsite training to staff identified by the LEA.
2. The contractor shall provide management for the continued operations of all solutions to the response to this RFP.

6) SCS's Right to Inspect

SCS shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

7) Terms and Conditions of Contract

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract template. Any exceptions to these contract terms must be expressed in the proposal submitted. Exceptions to the SCS contract terms will be considered in the assessment of Responsiveness.

8) Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B. Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

C. Delivery of Proposals

All proposals are to be delivered before **9:00 A.M. CST** on February 27, 2013 to:

***Tennessee Organization of School Superintendents
Attention: Larry Stein
501 Union St., Suite 300
Nashville, TN 37219
(615) 254-1955***

SCS WILL NOT accept any proposals received after 9:00 A.M. CST on February 27, 2013 or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offeror at their expense or destroyed after 30 days.

Proposers must **submit one (1) original**, and **six (6) exact duplicate, numbered copies** of the proposal response and **one (1) electronic copy** of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; only names of the Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note, "Request for Proposal enclosed".

D. Evaluation of Proposals (Procedure)

1. SCS will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.
2. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination. The remaining proposers will also be notified.
3. The evaluation committee will then score all responsive and responsible proposals based upon the evaluation criteria detailed herein. Upon completion of the initial scoring, the committee may recommend a single finalist or enter into a short-listing process with those offerors whose proposals are determined to be in the competitive range.
4. The detailed evaluation process that follows the initial scoring may result in, but not limited to, a series of requests of the offerors for clarifications, additional discussions, presentations, amended proposals, contract negotiations, best and final offers, and/or detailed reference checks. This process may involve multiple short-listing rounds for the purpose of achieving contracts that are in the best interests of SCS as determined by the evaluation committee.
5. The method used for scoring objective criteria (e.g. cost, small business participation, time of completion, etc.) shall be based on comparison of all responsive and responsible proposals.
6. Other criteria scores may be adjusted upward or downward during discussions. This movement will result from further detailed review of short listed proposals and consideration of additional information received through discussions and written submittals. However, the points assessed for any evaluation criterion will not exceed the total points available for that criterion.
7. If, during discussions, SCS discovers modification of requirements is necessary, the RFP will be amended. Subsequent scorings may be based on comparison of only the short listed proposers.
8. If, at any time during the evaluation process, it is determined that a proposal is non-responsive or non-responsible, that proposal will be removed from consideration for award and all proposers notified of this decision.

9. SCS reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed offeror.
10. The SCS Supervisor of Instruction reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as he/she may deem appropriate.
11. Receipt of a proposal by the SCS Supervisor of Instruction, or a submission of a proposal to the SCS Supervisor of Instruction, offers no rights upon the Offeror nor obligates SCS in any manner.
12. The Supervisor of Instruction reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of SCS. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract.
13. In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

(Please Print or Type)

Company Name: _____

Attention: _____

Address: _____

City/ST/Zip: _____

Phone: _____

Fax: _____

Email: _____

E. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the SCS Purchasing Department of such error in writing and request modification or clarification of the document. The Purchasing Department will make modifications by issuing a written amendment to the RFP and will give written notice to all parties who have received this RFP from SCS.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

F. Proposals and Presentation Costs

SCS will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G. Rejection of Proposals

The Supervisor of Instruction reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H. Acceptance of Proposals

The Supervisor of Instruction shall accept all proposals that are submitted properly. However, the Supervisor of Instruction, or designee, reserves the right to request clarifications or corrections to proposals.

I. Requests for Clarification of Proposals

Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Supervisor of Instruction in writing (or email).

J. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

I. Protests

Any actual or prospective offeror who is aggrieved in connection with the Request for Proposal or award of a contract may protest to the Supervisor of Instruction. The protest shall be submitted in writing within five business days after the award of the contract has been announced.

9) Evaluation Criteria

A. Proposal Evaluation Committee

A committee appointed by the SCS Supervisor of Instruction will evaluate proposals. Other agencies and consultants of SCS may also examine documents. The committee will make recommendation(s) to the Supervisor of Instruction to consider.

B. Response Format

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an offeror to include all listed items may result in the rejection of its proposal.

C. Evaluation Criteria (Factors)

The factors to be considered in the evaluation of proposals are listed below. While SCS believes all these items to be of importance, their relative weight is indicated by the points each evaluation criteria will receive. Within each evaluation criteria, subsets of the criterion may be defined to clarify the point distribution for that evaluation criterion. Award(s) will be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to SCS. No other factors or criteria will be used in the evaluation.

Tab	Required Responses Identified by Item as listed below
I.a.	Demonstrate an understanding of the rules and regulations of the E-Rate program
I.b.	Describe in detail all proposed SLAs for the services listed in the title of this RFP
I.c.	Describe in detail all instances in which you have had to make a financial restitution to your customers in the last year as it pertains to SLAs..
I.d.	Describe in detail your solution for the functional requirements for all three major categories of service as listed in the title of the RFP
I.e.	Describe in detail the financial stability of your company to operate at the volume potential of this contract.
I.f.	Describe in detail the timeline for installation for the three categories of service as listed in the title of the RFP.
II.a.	Describe in detail all network failures affecting customers in the last year. Describe in detail major degradations in service effecting the business requirements of your customers that required an escalation to remedy within your company or with your sub-contractors
II.b.	Describe in detail the experience your company has in the three categories of service as listed in the title of the RFP.
II.c.	Describe your expansion/scalable capability during the term of this contract
II.d.	Provide Organizational chart for your company.
II.e.	Provide a detail organizational chart for the staff from your company that will be working on this contract's services. Include escalation chart as well for unresolved issues.
II.f.	Identify and provide detailed resumes for the staff who will be working

	on this contract.
III	Complete the cost grid in attachment A
IV.a.	Describe in detail your plans for the network connectivity needed for this proposal and the time frame in which to do it.
IV.b.	Describe in detail the capacity your company has in the three categories of service as listed in the title of the RFP.
V.a.	Furnish references for each of the three categories of service listed in the title of this RFP. Extra weight will be given to Tennessee based references and to reference of the size and scope of this RFP.

- **Tab I, Business Plan**

Total points available for this criterion are 20 points.

- Open with a cover letter indicating the underlying philosophy of your firm in providing the requested service/product. Express your understanding of the contract scope and the desired deliverables. State your understanding of the FCC E-Rate program and your ability to comply with all rules and regulations of the E-Rate program.
- Provide a detailed plan of your firm's proposed approach (including major tasks and sub-tasks).
- Address the functional requirements of this solicitation.
- Include a proposed quality assurance plan your firm will conduct to ensure the performance of contract deliverables.
- Identify potential risks associated with the execution of this contract and how your firm proposes mitigating those risks.
- Describe in detail all of the functions of your proposed solution.
- Submit a detailed schedule for implementation of the project
- Respond in detail to each of the items listed in the table below

- **Tab II, Experience and Qualifications**

Total points available for this criterion are 10 points.

- Include the description of the proposed team, including key personnel and subcontractors, and the role to be played by each member of the proposed team
- What are the proposed team's organizational structure, interrelationships, and interactions?
- Include the résumés of all managers, senior level supervisors, and key personnel (indicate if they are a subcontractor) who will be involved in providing the required services.
- What license(s) and certification(s) do these individuals have that would convey their ability to perform this contract?
- Estimated number of hours each person will contribute to the project/contract.

- Address your firm's financial health to completely perform the contract. Identify any areas of concern or limitations that SCS should consider.

- **Tab III, Compensation and Cost Data**

Total points available for this E-Rate eligible cost/criterion are 25 points.

- Explain in detail your proposal for schedule and method of compensation (e.g. time & materials, fixed rate, progress/milestone payments, etc.).
- Complete the following table to show your estimated annual price schedule during the term of the contract.
- Proposal Cost Work Sheet
- Address any licensing or maintenance costs.
- Include any additional lifecycle costs.
- Identify potential cost overrun risks associated with the execution of this contract and how your firm proposes mitigating those risks.

Total points available for this non-E-Rate eligible cost/criterion are 5 points.

Managed VOIP (per site)

Cost per End User Devices	Make & Model	Cost
1 Admin		
10 Admin		
100 Admin		
500 Admin		
1 Classroom		
25 Classroom		
100 Classroom		
500 Classroom		

- **Tab IV, Capacity and Ability to Meet Scheduling Requirements**

Total points available for this criterion are 10 points.

- What is your understanding of the delivery requirements for this contract?
- Describe in detail how your firm is structured to ensure timely delivery of these services/products.
- What delivery concerns do you have in performing this contract?
- How does your firm propose mitigating these concerns?

- **Tab V, Past performance and References**

Total points available for this criterion are 20 points.

- Provide a listing of previous customers (10 maximum) that purchased your services/product that were of similar size and scope. The services

provided to these clients should have characteristics as similar as possible to those requested in this RFP.

- Information provided for each client shall include the following:
 - a) Client name, address, email, and current telephone number
 - b) Description (in detail) of products and services provided, including the detailed scope of the project
 - c) Time period of the project or contract
 - d) Budgeted amount and final billing amount (explain any cost variance)

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal and will be reflected in the scoring.

- **Tab VI, Proforma Contract**

Total points available for this criterion are 10 points.

Attached at the end of this solicitation is the proposed contract. Those respondents submitting a signed and notarized contract, without exceptions, will receive the maximum points allowed for this portion of the RFP evaluation. You may, in your response in this tab, indicate exceptions to the general terms and conditions of the RFP but scores will reflect SCS's assessment of the impact for these considerations and may reject the proposal as non-responsive if, in the evaluation of SCS, the requested changes are unacceptable. The points to be awarded for this category shall be 10 (TEN) points for signature; or 5 (FIVE) points for completely acceptable exceptions to the contract, or 0 (Zero) points for unacceptable exceptions.

Provide a contact person to field questions from the evaluation team. This person should be available by phone on February 27, 2013 from 1:00 to 4:00 pm

Provide the name, title, email address and phone number for the person.

Attachment A

Category I
 District with 10
 sites
 Managed Internet Access - Priority I
 Service

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
2	T-1			
2	10 MB			
6	100 MB			
Aggregated Egress	50 MB			
Total Cost				

Category II
 District with 10
 sites
 CIPA Compliant Content
 Filtering

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
2	T-1			
2	10 MB			
6	100 MB			
Aggregated Egress	50 MB			
Total Cost				

Category III
 District with 80
 sites
 Managed Internet Access - Priority I
 Service

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
5	T-1			
10	10 MB			
60	100 MB			

3	Gig			
2	2 Gig			
Aggregated Egress	200 MB			
Total Cost				

Category IV
District with 80
sites
CIPA Compliant Content
Filtering

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
5	T-1			
10	10 MB			
60	100 MB			
3	Gig			
2	2 Gig			
Aggregated Egress	200 MB			
Total Cost				

Category V
District with 150
sites
Managed Internet Access - Priority I
Service

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
10	T-1			
5	10 MB			
120	100 MB			
10	Gig			
3	2 Gig			
2	DSL			
Aggregated Egress	350 MB			
Total Cost				

Category VI
District with 150

sites

CIPA Compliant Content

Filtering

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
10	T-1			
5	10 MB			
120	100 MB			
10	Gig			
3	2 Gig			
2	DSL			
Aggregated Egress	350 MB			
Total Cost				

Category VII

E-Mail Hosting (per account)

Number of Accounts	Cost 1st Year	Cost 2 nd Year	Cost 3rd Year	
200				
1,000				
25,000				
100,000				

Category VIII

Web Site Hosting (per site)

Number of Accounts	Number of pages	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
1	25			
1	75			
1	250			
1	2500			

Category IX
Managed VOIP (per site)

Number of End User Devices	Type of Features	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
10 Admin				
10 Admin				
10 Admin				
10 Admin				
50 Classroom				
50 Classroom				
50 Classroom				
50 Classroom				
Telephony Lines (based on a 60 device site)	Number of lines/talk paths Per site	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
Analog	3			
PRI	1			
PBX Based service lines	6			
SIP Trunk (60 devices)	3			
PIN-Point 911 Services	Per DID			

Category X
Managed Video Conferencing
(per site cost)

Options	Number of Sites Participating	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
Option 1	3			
Option 2	10			
Option 3	40			
Option 4	150			

Category XI
Firewall

Number of End Sites	Number of Sites Participating	Cost 1 st Year	Cost 2nd Year	Cost 3rd Year
District Hosted Firewall	10			
District Hosted Firewall	80			
District Hosted Firewall	150			
Hosted Firewall Service – per additional rule set				
LEA Hosted Firewall Integration Service				

Total points available for this non-E-Rate eligible cost/criterion are 5 points.

Managed VOIP (per site)

Cost per End User Devices	Make & Model	Cost
1 Admin		
10 Admin		
100 Admin		
500 Admin		
1 Classroom		
25 Classroom		
100 Classroom		
500 Classroom		

- Address any licensing or maintenance costs.
- Include any additional lifecycle costs.
- Identify potential cost overrun risks associated with the execution of this contract and how your firm proposes mitigating those risks.

Attachment B
Affidavits

State of _____ **County of** _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with SCS's Procurement Policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a SCS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Sweetwater City Schools not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public
My commission expires: _____

Attachments C
Consortium Members

District Name	Entity Number
Achievement School District	16071130
Alcoa City Schools	128334
Aspire Public Schools	16026344
Athens City Schools	128266
Bells School District	128415
Benton County School District	128467
Blount County Schools	128367
Bradford Special School District	128465
Campbell County School District	128352
Cannon County School District	128255
Carter County BoE	128324
Cheatham County School District	128207
Clay County School District	128513
Clinton City Schools	128338
Crockett County School District	128414
Cumberland County Schools	128515
Dayton City School District	128277
Decatur County School District	128470
DeKalb County School District	128248
Dyer County LOA	128425
Dyersburg City Schools	128426
Fayetteville City School District	128287
Fentress County Schools	128517
Franklin Special School District	128221
Giles County School District	128502
Grainger County Schools	128393
Greeneville City Schools	128346
Grundy County Schools	128262
Hamblen County School District	128371
Hancock County School District	128398
Hardin County School District	128488
Hawkins County BoE	128390
Henderson County Schools	128480
Houston County School District	128220
Humphreys County Schools	128253
Jackson County School District	128520
Jackson-Madison County School System	128463

Johnson City Schools	128318
Kingsport City School District	128331
Lake County Schools	128436
Lauderdale County Dept. of Education	128430
Lawrence County School District	128499
Lexington City Elementary School District	128483
Lincoln County School District	128288
Loudon County School District	128362
Marshall County Schools	128236
Maryville City School District	128366
Maury County School District	128493
McKenzie Special School District	128443
Morgan County School District	128406
Murfreesboro City Schools	128241
Oneida Special School District	128386
Overton County Schools	128522
Perry County School District	128238
Pickett County School District	128511
Polk County Schools	128269
Putnam County Schools	128509
Roane County Schools	128357
Scott County School District	128350
Shelby County School District	128440
Smith County	128208
Stewart County	128217
Sullivan County School District	128320
Sumner County School District	128225
Sweetwater City Schools	128401
Tipton County	128422
TN Department of Education	128260
TN School for the Blind	41197
TN School for the Deaf	41998
Van Buren County School District	128528
Washington County Schools	128328
Wayne County Schools	128505
West Carroll Special School District	128457
West TN School for the Deaf	42470
White County Schools	128525
York Institute	42677

Attachment D E-Rate Program Overview

E-Rate Program Overview

The “SLD Guide to Service Provider Participation in the E-rate” serves as a step-by-step guide explaining the Universal Service Support Mechanism for Schools and Libraries (the E-rate Program or the Program) for the Service Provider community. The Universal Service Support Mechanism for Schools and Libraries, commonly called the “E-rate,” is administered by the Schools and Libraries Division (SLD) of the Universal

Services Administrative Company (USAC). USAC oversees the administration of all universal service support, which includes the High Cost mechanism, the Low-Income mechanism, the Rural Health Care mechanism and the Schools and Libraries mechanism. USAC has the responsibility to administer the program in ways that prevent fraud, waste and abuse.

The E-rate program was established as part of the Telecommunications Act of 1996 with the express purpose of providing affordable access to telecommunications services for all eligible schools and libraries, particularly those in rural and inner-city areas. The Program is run under the auspices of the Federal Communications Commission (FCC), which is ultimately responsible for its proper administration. Funded at up to \$2.25 billion annually, the Program provides discounts of 20% to 90% on telecommunications services, Internet access and internal connections. These discounts are provided through the service providers who deliver the actual services. Funding for the universal service discounts comes from the telecommunications industry, in an Information Age update to the time-honored concept of universal service. The level of discounts schools and libraries are eligible to receive depends on economic need and location, rural or urban; once approved, they apply their discounts to telecommunications services, Internet access and internal connections, then pay the difference out of their own budgets.

Summary of Certain E-rate Processes

Applicant Sequence of Events

Step 1: Develop a Technology Plan

Step 2: File FCC Form 470, Schools and Libraries Universal Service Description of Service Requested and Certification Form 470

Step 3: Wait 28 days after filing FCC Form 470, receive bids for new services/hold pre-existing contracts.

Step 4: Negotiate a contract

Step 5: File FCC Form 471, Schools and Libraries Universal Service Services Ordered and Certification Form 471

Step 6: Problem Resolution/Program Integrity Review

Contract Number: [*insert contract number*]

Step 7: Receipt Acknowledgement Letter (RAL)

Step 8: Funding Commitment Decisions Letter (FCDL)

Step 9: Collect Forms 479, Schools and Libraries Universal Service Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act.

Step 10: File FCC Form 486, Schools and Libraries Universal Service Receipt of Service Confirmation Form

Step 11: Receive discounted bills from service provider
Service Provide Invoicing Sequence of Events.

**Attachment E
Contract Template**

Number: _____

CONTRACT BETWEEN
Sweetwater City Schools
AND
[insert complete name of Contractor]
FOR PURCHASE OF GOODS AND SERVICES

This contract is entered into on this ____ day of _____, 20____, by and between **SWEETWATER CITY SCHOOLS ("SCS")** and *[insert name and address, including zip code, of Contractor]* ("Contractor"). This contract consists of the following documents:

- a) This contract,
- b) Managed Internet Access, Voice-Over-IP and Video Conferencing, RFP 13-1
- c) *[insert titles and numbers of RFP/ITB amendments]*,
- d) Contractor's Bid/Proposal dated _____, 2013

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment or change order to this contract, (most recent with first priority),
- b) this contract,
- c) Contractor's Bid/Proposal dated *[insert date]*,
- d) Managed Internet Access, Voice-Over-IP and Video Conferencing, RFP 13-1

- 1. Duties and Responsibilities of Contractor.** Contractor agrees to provide and SCS agrees to purchase the following goods and services:

As describe in RFP 13-1 and detailed in vendor's response to RFP 13-1.

Performance Bond

SCS shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to Ten Million Dollars (\$10,000,000.00), and said amount shall be reduced as detailed in the chart below:

\$10,000,000.00 Year one of contract
\$8,000,000.00 Year two of contract
\$6,000,000.00 Year three of contract

This bond may be reduced or the requirement waived at anytime during the life of this contract with the agreement of both parties.

The successful Proposer must obtain the required performance bond in form and substance acceptable to SCS and provide it to SCS no later than The start of the contract

The successful Proposer must meet this performance bond requirement by providing the SCS either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the SCS no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

Failure to provide to SCS a performance bond as required by performance bond deadline detailed in the Contract, as applicable in the case of a periodic new (or re-issued) performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued bond, shall result in contract termination.

The successful Proposer must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. SCS will not assist the Proposer with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to these requirements shall result in termination of the Contract as a material breach of the contract. Further, as applicable, failure to periodically provide to the SCS a new or re-issued performance bond subsequent to the first as required above shall be a material breach of contract and result in SCS taking action to exact payment pursuant to the current performance bond held by SCS as per paragraph 10. Termination-Breach of this contract. .

2. Delivery and Installation.

- a) All deliveries shall be made pursuant to a written purchase order issued by Sweetwater City Schools, which assumes no liability for any goods delivered without such purchase order. All deliveries shall be made to within () days of the issuance of a purchase order.
- b) Installation is required. Installation shall be completed within days of the date of delivery.

3. Term. The term of this contract will begin July 1, 2013 and end June 30, 2016.

4. **Compensation.** Contractor shall be paid \$ _____ upon receipt of invoice. In no event shall the total compensation for this contract exceed \$ _____ for the contract term.

There will be no other charges for the performance of this contract.

SCS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days. SCS will make reasonable efforts to make payments to small businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

Contractor shall submit a written report with invoice to SCS each month setting forth the services provided in the billing period. Such report shall include, but not limited to, description of type of service, date, time and duration of service, agendas, sign-in sheets, attendance rosters. Payment of invoices may be withheld if documentation is not sufficient. SCS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as SCS may require. Failure to provide such additional information or explain why it cannot be provided within thirty days of receipt of the request from SCS may be cause for termination of this contract.

5. **Contractor Performance Evaluation.**

The reports of service rendered under this contract as provided by the contractor and agreed to in substance by SCS will be reviewed at a minimum of quarterly during the term of the contract and reports filed for review and consideration by senior management of SCS.

Reports will cover all SLAs listed in the RFP and responded to by the contractor.

6. **Taxes.** SCS shall not be responsible for any taxes that are imposed on Contractor other than sales/use taxes stated above. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to SCS.

7. **Warranty.**

a) Contractor warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. Such purposes are stated in the RFP.

b) During the warranty period, SCS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. .

8. **License.** Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant SCS a license to use any software provided for the purposes for which the software was obtained. Such purposes are set forth in SCS' RFP.

9. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against SCS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless SCS against any award of damages and costs made against SCS by a final judgment of a court of last resort in any such suit. SCS shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. SCS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon SCS unless approved by the Sweetwater City Schools.
 - b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) *Procure for SCS the right to continue using the products or services.*
 - ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to SCS, so that they become non-infringing.*
 - iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
 - iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and SCS have determined that options b.i. and b.ii. are impractical.*
 - c) Contractor shall have no liability to SCS, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*
 - ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
 - iii) *The claimed infringement in which SCS has any direct or indirect interest by license or otherwise, separate from that granted herein.*
- 10. Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, SCS shall have the right upon 7 days written notification to terminate the contract. The performance Bond listed in Section 1) Duties and Responsibilities of Contractor

will be forfeited to SCS in the amount listed in the schedule of Section 1) or as may be amended during the term of this contract.

- 11. Termination--Funding.** Should funding for this contract be discontinued, SCS shall have the right to terminate the contract immediately upon written notice to Contractor. Contractor shall be paid in full for all cost incurred to date and forth coming for equipment that is in process or that cannot be terminated without cost.
- 12. Termination--Notice.** SCS may terminate this contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all cost incurred to date and forth coming for equipment that is in process or that cannot be terminated without cost.
- 13. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 14. Federal Economic Stimulus Funding.** If this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act), then Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required. The Contractor (and any subcontractor) shall comply with the following:
 - a) Federal Grant Award Documents, as applicable.
 - b) Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at: www.whitehouse.gov/omb/financial_offm_circulars/.
 - c) Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
 - d) The Recovery Act, including but not limited to the following sections of that Act:
 - i) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - ii) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - iii) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency

Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

- (1) gross mismanagement,
- (2) gross waste,
- (3) substantial and specific danger to public health or safety,
- (4) abuse of authority, or
- (5) violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- iv) **Section 902 – Access Of Government Accountability Office.** The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - (1) to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - (2) to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- v) **Section 1514 – Inspector General Reviews.** Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on

the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

- vi) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- (1) to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
- (2) to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

- vii) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- viii) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e) The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f) If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions

specifically imposing on the subcontractor all requirements set forth in this Contract Section 14, "Federal Economic Stimulus Funding."

15. Notices.

Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of the Chief Accountant, ACCOUNTING DEPARTMENT, BUSINESS OFFICE, Sweetwater City Schools, 203 Monroe Street, Sweetwater, TN 37874, with a copy to the recipient for SCS notices listed below:

- a) All other notices to SCS shall be mailed or hand delivered to:

Dept: Instruction
Attn: Larry Stein
Addr: 203 Monroe Street, Sweetwater, TN 37874

Phone: (423) 337-7051
Email Addr: Larry.stein@scstn.net

- b) Notices to Contractor shall be sent to:

Contractor:
Attn:
Addr:

Phone: ()
E-mail Addr:

- c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: (name)
(address)
(phone)
Email Addr:

- 16. Maintenance of Records.** Contractor shall maintain documentation for all charges against SCS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by SCS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

17. **SCS Property.** Any SCS property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to SCS by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be SCS property.
18. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.
19. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
20. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
21. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
22. **Non-Discrimination.** It is the policy of the Sweetwater City Schools not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in SCS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with SCS or in the employment practices of SCS's Contractors. Accordingly, all Proposers entering into contracts with SCS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
23. **Criminal Background Checks.** Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

- 24. Insurance.** Contractor shall maintain comprehensive general liability and automobile liability insurance, both with limits of not less than one million dollars and, if necessary, commercial umbrella insurance with limits of not less than \$1,000,000 per occurrence. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. A certificate of insurance, on a standard ACCORD form, evidencing said coverage shall be provided to SCS prior to commencement of performance of this Contract. Sweetwater City Schools by and through the Sweetwater City BOARD OF PUBLIC EDUCATION shall be included as an additional insured and this insurance shall apply as primary insurance with respect to any other insurance programs afforded SCS. There shall be no endorsement or modification to make this insurance excess over other available insurance. **Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.** Additionally, SCS shall maintain adequate Builders Risk/All Risk Insurance for the project covering products provided by the Contractor naming the Contractor as an additional insured.
- 25. Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Sweetwater City Schools contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Sweetwater City Schools contracts.
- 26. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Sweetwater City Schools contracts.
- 27. Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless SCS, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and, Contractor shall pay SCS any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this contract.
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

28. Attorney Fees. Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event SCS prevails, Contractor shall pay all expenses of such action including SCS's attorney fees and costs at all stages of the litigation.

29. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of SCS. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF SCS'S CHIEF ACCOUNTANT, 203 Monroe Street, Sweetwater, TENNESSEE 37874.

30. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

31. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

32. Governing Law. The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

33. Venue. Any action between the parties arising from this agreement shall be maintained in the courts of Monroe County, Tennessee.

34. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
35. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and Board policy.
36. **Compliance with the Americans with Disabilities Act.** The contractor will be required to provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including *hiring or employment practices*. *The contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities.* Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

Contract Number: [*insert contract number*]

37. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Sweetwater City Schools. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Sweetwater City Schools:

Director of Schools Purchasing, SCS:

RECOMMENDED:

Department Head

Department:

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

ACCOUNT NUMBER:

Chief Financial Officer, SCS

Chairman of the Board , SCS

Date Filed: _____

CONTRACTOR

BY: _____

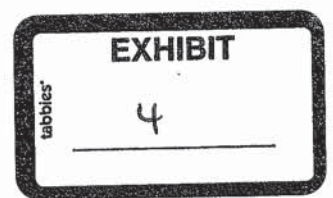
Title: _____

Sworn to and subscribed to before me, a
Notary Public, this _____
day of _____, 200 __, ,
by _____,
the _____ of
Contractor and duly authorized to
execute this instrument on Contractor's
behalf.

Notary Public

My Commission Expires _____

Bid Evaluation Reviewers Biographies



Joan Gray

931-580-9081

1132 Narrows Road, Shelbyville, TN 37160

Joan.gray@teta.org

Education

1990 | Masters of Educational Leadership and Supervision

Middle Tennessee State University

1965 | Bachelor of Science in Math and English

Peabody-Vanderbilt University

Experience

2011--Present Executive Director of TETA (TN Educational Technology Asso)

2012-- Present Chair of TN State Chapter of CoSN

2011 - Present Retired with 45 years of experience in public education in TN

2000 - 2011 Director of Technology and Secondary Instructional Supervisor for Bedford

County Schools

1988--2000 Teacher of High School English and school level Technology liaison to Central

Office in Bedford County

1982--1988 Teacher of High School English in Giles County

1965--1982 Teacher of High School Math and English in Marshall County

Accomplishments

2015 - Shelbyville Woman's Club 1st Vice President in line to the Presidency in 2017

2012-2016 - Member of the ISTE Public Policy and Advocacy Committee

2012, 2015 - CoSN Volunteer Hall of Fame award

2015 -- ISTE Volunteer Award

2010 - Chair Elect of the TN State Supervisor's Study Council

2010 -- TETA Member of the Year for Middle TN Association

2010 -- ISTE Making it Happen Award

2010 - TN Outstanding Supervisor of the Year Finalist

2007-2009--State Chair of TETA (TN Educational Technology Association)

2002-2011 - Member of the Tennessee Educational Technology Asso. Board of Directors

1986 - Chair of the TN State Teacher's Study Council

1986 - Member of the Education Commission of the States

EXHIBIT

tabbies

2-A

1976, 1986, 1992 – Teacher of the Year in Marshall, Giles, and Bedford Counties

Melanie R. Miller, Ph.D.
105 Watson Chapel R.
Madsonville, TN 37354
423-442-2720
melanie.miller@scstn.net

Professional Resumé

Professional Work Experience

Athens City School System

Athens, TN 37303

Supervisor of Curriculum and Instruction

July 2014 – Present

- Supervise PK-5 schools
- Provide leadership in all instructional areas
- Participate in leadership meetings and planning sessions
- Coordinate curriculum, textbooks, and professional development
- Assist in coordinating TAP program with curriculum
- Co-Implemented RTI² within the curriculum

Sweetwater City School System

Sweetwater, TN 37874

Director of Schools

July 2010-June 2014

- Provided leadership to all employees
- Evaluated administrators/supervisors
- Developed multi-million dollar budget
- Implemented renovation and new facility plans
- Directed all activities of administrators/supervisors
- Worked with board to develop all programs and policies
- Collaborated with city commission and other funding bodies
- Established positive community and civic relationships

Principal, Brown Intermediate School

August 2000-June 2010

- Implemented curriculum mandated by federal, state, and local guidelines
- Provided leadership to faculty and staff
- Analyzed test data in order to reach standards of NCLB
- Evaluated teachers according to domains of state guidelines
- Developed budget for school

Assistant Principal, Sweetwater Junior High

- Mentored new teachers
- Assisted in teacher evaluation
- Implemented behavior and discipline plan
- Created master schedule

School Counselor, Sweetwater Elementary

- Counseled individual students and instructed large group sessions
- Developed and implemented comprehensive guidance program
- Referred students and families to outside agencies

Monroe County School System

August 1989-1999

Sequoyah High School

Madisonville, TN 37354

Spanish Teacher

- Taught content to students in grades 9 – 12
- Designed extensive lesson plans to incorporate foreign language conversation, literature, and culture in Spanish I, II, III, IV
- Provided leadership as the department head of languages
- Supervised student teachers and engaged students in language clubs
- Collaborated with teachers from other subjects in order to utilize cross-curriculum instruction
- Assisted non-English speaking families with policy and procedures of school

EducationWalden University, Minneapolis, MN

December 2008

Doctor of Philosophy, K-12 Educational Leadership

Dissertation: Role Ambiguity of Grandparents in Loco Parentis Within the School System

Lincoln Memorial University, Harrogate, TN

August 1998

Education Specialist, Curriculum and Instruction / Administration and Supervision

Lincoln Memorial University, Harrogate, TN

May 1997

Master of Education, Counseling and Guidance

North Georgia College and University, Dahlonega, GA

August 1988

Bachelor of Arts, English Education

Career Development

Supervisor Study Council - 2014, 2015

AASA Conferences - 2013, 2014

ePlan Workshops - 2012, 2013

AIMS Conferences - 2010, 2011, 2012, 2014

Superintendents' Study Council - 2010, 2011, 2012, 2014

TOSS Conferences - 2010, 2011, 2012, 2013, 2014

Title 1 Conferences - 2012, 2013, 2014

Lead Conferences - 2008, 2009, 2010, 2013, 2014

Ron Clark Academy - 2008

Principal Academy - 2007, 2008

Assistant Principal Academy - 2006

Tennessee School Counselors Convention - (Yearly) 2000-2005

Tennessee Counselors Association Convention - (Summers) 2000 - 2004

Understanding Poverty Workshop - 2004

Capturing Kids' Hearts Workshop - 2001

EXHIBIT

tabbles

2-B

Understanding IDEA Workshop - 2001

Honors, Awards, and Memberships

East Region Superintendent of the Year - 2014
 Tennessee Organization of School Superintendents - 2010-2014
 Association of Independent and Municipal Schools - 2010-2014
 AIMS Legislative Representative - 2014
 Exemplary School System Designation - 2011
 Chair of Little TN Valley Educational Coop - 2012-2013
 Vice-President, East Tennessee Principal Association - 2009
 Sweetwater City Teacher of the Year - 2001
 LTVEC Educator of the Year - 2002

Civic/Community Membership

Youth Director, Notchey Creek Baptist Church - 2008-present
 Adult Class Sunday School Teacher, Notchey Creek Baptist Church - 2006-present
 VBS Director, Notchey Creek Baptist Church - 1996-present
 Sweetwater Education Foundation Ex Officio - 2010-2014
 Sweetwater Kiwanis Member - 2009-2014
 Sweetwater Kiwanis, Board of Directors - 2011-2013
 Relay for Life Team Co-Captain - 2010-2014

References

Mr. Wayne Miller, Executive Director
 TOSS
 501 Union Street, Suite 300, Nashville, TN 37219
 615-259-1366

Dr. Martin Ringstaff, Director of Schools
 Cleveland City Schools
 4300 Mouse Creek Rd, NW, Cleveland, TN 37312
 423-472-9571

Dr. Marilyn Mathis, Executive Director
 AIMS
 501 Union Street, Suite 300F
 Nashville, TN 37219
 615-330-0799

Stephen B Johnson, Ed.S.

285 Morningside Circle • Savannah, TN 38372
Phone: 731-607-0495 • E-Mail: Stephen.johnson2006@live.com

SBJ

Objective

To lead the Tennessee College of Applied Technology at Crump; with the highest moral and ethical standards; by setting high expectations for an exceptional learning environment while striving to meet the needs of all students, staff and stakeholders. To help the TCAT-Crump exceed all levels of expectations and standards by providing leadership that fosters high quality educational opportunities empowering all students with the skills to be successful, productive workers.

Experience

Director of Secondary Education, Hardin County Schools May 2014-Present

I currently work with all schools with grades 6-12, in the areas of attendance, curriculum, instruction, teacher evaluation, testing, and truancy. I also serve on the differentiated pay and supplement committees. I work closely with other members of the district leadership team along with building level administrators and teachers. I am a member of the Southwest Tennessee Supervisor's Study Council and Tennessee Educational Technology Association.

Director of Technology, Hardin County Schools June 2010-May 2014

I was responsible for SSMS, EIS, E-Rate, Attendance Reporting and Technology implementation and training. I supervise three full-time technicians. I work closely with all other members of the leadership team in helping make curriculum and program decisions for our students. I also serve as the CODE configurator.

Assistant Principal, Hardin County High School, Hardin County Schools July 2008-May 2010

I was responsible for truancy, textbook committees, teacher evaluations, class scheduling, and curriculum committees. I worked with the teachers and other administrators to help make Hardin County High School the best it could be.

Principal, Parris South Elementary School, Hardin County Schools July 2004-June 2008

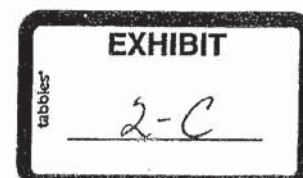
I fulfilled all the duties of an elementary principal from discipline, class scheduling, school improvement, curriculum decisions and parent involvement. We were a Reading First school so I was responsible for helping implement scientifically based reading research practices learned from many professional development trainings during the summers and throughout the school year for the four years I was principal.

Administrator, Adamsville Elementary School, McNairy County Schools July 1999-June 2004

Assistant Principal for three years and Principal for two years.

Teacher, Hardin County Middle School, Hardin County Schools July 1994-June 1999

Taught 6th, 7th and 8th grade Social Studies and Science



Education

Ed. S., Middle Tennessee State University

May 2008

I completed my Education Specialist degree in Curriculum and Instruction. I conducted a research project on the effects of implementing the reading strategies learned from the Reading First initiative in the fourth and fifth grades. The fourth and fifth grade teachers were trained in using small group instruction to help differentiate instruction which led to positive gains in student reading scores in the fourth and fifth grades.

M. Ed., Treveca Nazarene University

August 1998

Completed Master of Education in Educational Leadership. We worked in co-hort groups through out the 18 months in helping develop leadership skills needed to succeed as educational leaders.

B.S., University of Tennessee-Martin

May 1994

Completed Bachelor of Science in Education with licensing in Human Growth and Learning 1-8.

High School Diploma, Hardin County High School

May 1990

About Me

I am a life long learner who is truly committed to helping make Hardin County and Tennessee a first class educational community. My experiences as a classroom teacher and school level administrator have provided many learning opportunities to shape my vision as an educational leader. I truly believe all students can learn and should be provided the best learning environment possible. I am currently a four-year member of the Tennessee Educational Technology Association and currently serve as the West TETA Treasurer for the second consecutive year. I truly count it a privilege to have served as an educator for the past 20 years and look forward to the continuing my service as an educator.

I currently serve on the Statewide Dual Credit Data Advisory Team. This team has worked to develop the procedures for reporting scores from the Statewide Dual Credit Challenge Exam on student transcripts. This team has worked since September 2014 to develop these procedures for Fall 2014 and Spring 2015 test scores.

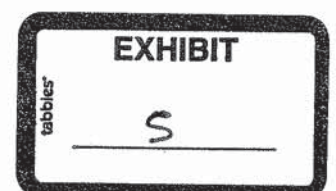
I am also an active member of the Hardin County Drug Abuse Prevention and Rehabilitation Task Force. This task force is comprised of local community leaders from the private and public sectors of the community collaborating together to develop opportunities to provide assistance and education for those who have completed drug rehab programs or who have been incarcerated. Also it will provide education for their families in helping them remain addiction free and helping them with the necessary resources to resume a productive, successful life addiction free.

I recently served as a co-project lead on a \$75,000 Math and Science Mini Grant from August 2014 to December 2014. This grant consisted of a collaborative effort between Hardin County Schools, University of Memphis-Lambuth and Battelle For Kids. Twenty-two teachers from five public school systems and two private schools participated in 24 hours of professional development to enhance mathematical practice in their classroom.

In the winter of 2014, I was a finalist for the Director of Schools position in Hardin County. This experience just solidified my desire to be a leader in the field of education.

I am married to Roxann Johnson, who teaches 7th grade at Hardin County Middle School and we have one daughter Emma who is a student at Parris South Elementary School. We attend the Mt. Zion church of Christ, were I serve as a deacon. I enjoy traveling with my family along with being in the great outdoors hunting or golfing whenever possible.

Sweetwater RFP Amendment No. 2



AMENDMENT TWO (2)

Notice to: **ALL PROSPECTIVE PROPOSERS:**

From: Larry Stein

Re: RFP 13-1 Managed Internet Access, Voice-Over-IP and Video Conferencing

Date: February 26, 2013

This amendment is hereby made a part of the above referenced Request for Proposal. Offerors should acknowledge receipt of the amendment by including a copy of this document with their proposal submittal.

The due date of the response to the RFP 13-1 is changed to March 1, 2013 and the event time table below is updated to reflect that change.

The following projected timetable should be used as a working guide for planning purposes. SCS reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	Jan 29, 2013
Pre-Proposal Conference	Feb 7, 2013
Deadline for submittal of questions	Feb 8, 2013
Amendment Issued for Questions & Answers	Feb 11, 2013
Proposals Due	Mar 1, 2013
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B. Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

C. Delivery of Proposals

All proposals are to be delivered before **9:00 A.M. CST** on March 1, 2013 to:

Tennessee Organization of School Superintendents

Attention: Larry Stein

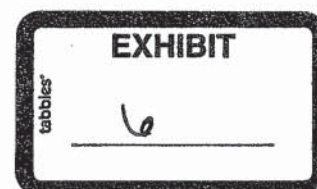
501 Union St., Suite 300

Nashville, TN 37219

(615) 254-1955

SCS WILL NOT accept any proposals received after 9:00 A.M. CST on March 1, 2013 or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offeror at their expense or destroyed after 30 days.

AT&T Response to Sweetwater RFP





Sweetwater City Schools

AT&T's Response to Sweetwater
City School's RFP No. 13-1 for
Managed Internet Access, Voice-
Over-IP and Video Conferencing
Services

E-Rate



Rethink Possible





Table of Contents

1) Introduction/Overview.....	1
2) Constraints on the Contractor.....	7
3) Functional Requirements.....	8
4) Contractor Personnel Requirements.....	9
5) Contractor Responsibilities.....	10
6) SCS's Right to Inspect.....	11
7) Terms and Conditions of Contract.....	12
8) Instructions for Proposal.....	14
9) Evaluation Criteria.....	21



1) Introduction/Overview

A. Overview

The Sweetwater City Schools SCS (SCS) is requesting proposals on behalf of SCS and the Tennessee E-Rate Consortium-Sweetwater (Consortium) whose members have furnished a Letter of Agency (LOA) to SCSSCS for the purpose of securing services.

These services are intended to be eligible for the Federal Communications Commission's (FCC) Universal Service Program for Schools and Libraries known commonly as E-Rate. The method for all of the K-12 public school districts of Tennessee to purchase from this contract is TCA Title 12, Chapter 3, Part 10, which effectively allows Local Education Agencies, hereafter referred to as LEA, to make purchases based on the terms of a contract signed by another LEA. The funding for this contract comes from both LEA funds and the Federal E-Rate program. The technical and functional requirements for providing the necessary bundled, Internet access and management of the overall service offering must be flexible, scalable, and creatively approached by the proposing service provider. E-Rate Funding for the public schools will continue to be an overriding factor in determining what kind of technology and service offerings can be deployed throughout the Consortium's public school system environment.

AT&T Response:

Read and understood.

B. Purpose

The SCS is requesting sealed proposals from qualified firms for the purchase of the following products and services:

- 1) Managed Internet Access as defined in the E-Rate program's Eligible Services List (ESL) as Priority 1(On-Premise Priority One Equipment) services.
 - a. Option for CIPA compliant content filtering
 - b. Option for E-Mail Hosting
 - c. Option for Web Hosting



- 2) Managed Voice-Over-IP (VoIP) services as defined in the E-Rate program's Eligible Services List (ESL) as Priority 1 service.
- 3) Managed Video Conferencing services as defined in the E-Rate program's Eligible Services List (ESL) as Priority 1 service.

AT&T Response:

Read and understood.

C. Objective

The objective to be met through the award of the Request for Proposal is to enter into a five (5) year contract with the selected supplier(s) to achieve the Purpose listed above.

AT&T Response:

Per Amendment 1 to this RFP, we understand the term to be three (3) years.

D. Scope of Services

The Consortium is made up of more than 76 Local Education Agencies (LEA) located in Tennessee and serving more than approximately 350,000 Tennessee public school students. The responding vendor(s) and the services provided on the resulting contract(s) must be able to support all members of the consortium as listed in Attachment E based on the services listed in the purpose section above.

AT&T Response:

Read and understood.

E. Background

The current level of service for most of the schools in the consortium for Internet Access is a fiber based solution ranging from 10 MB to 1 GIG bandwidth. The solution proposed should allow for additional bandwidth to this range. Some of the buildings in the LEAs



are at 1.544 MB. The cost grid for the response will list the various types of connectivity requested.

Further information on the LEAs listed is available at the Tennessee Department of Education website: <http://tennessee.gov/education/>

AT&T Response:

Read and understood.

F. Inquiries

Direct questions related to this RFP to Dr. Larry Stein, and submit such questions in writing (email to larry.stein@scstn.net; letter, fax to 423-536-7014 by no later than February 8, 2013. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the SCS, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

The only official answer or position of SCS will be the one stated in writing.

AT&T Response:

Read and understood.

G. Method of Source Selection

SCS is using the Competitive Sealed Proposals method of source selection, for this procurement.

Award(s), if made, will be made to the Responsive and Responsible Offeror(s) whose proposal is most advantageous to SCS, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). SCS will not use any other factors or criteria in the evaluation of proposals received.



SCS may, as it deems necessary, conduct discussions with Responsive and Responsible Offeror(s) for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

AT&T Response:

Read and understood.

H. Pre-Proposal Conference

The Pre-Proposal Conference will be at 1:00 PM CST in the Tennessee Organization of School Superintendents Boardroom located at 501 Union St., Suite 300, Nashville, TN 37219. on February 7, 2013.

AT&T Response:

Read and understood.

I. Minimum (general) criteria to be determined "Responsive"

1. Does the proposal submitted conform in all material respects to the solicitation?
2. Does the proposer take significant exceptions to the SCS standard contract terms?

AT&T Response:

Read and understood.

J. Minimum (general) criteria to be determined "Responsible"

1. Does the Offeror demonstrate an understanding of SCS's needs and proposed approach to the project?



2. Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
3. Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract(s)) and produce the required outcomes timely?
4. Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
5. Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract SCS seeks to establish through this RFP?
6. Does the Offeror propose to perform the work at a fair and reasonable cost?
7. E-Rate Compliance – Respondents must be in compliance with the FCC E-Rate program. If the vendor has questions regarding the E-Rate program they should call the Schools and Library Division of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at www.sl.universalservice.org. All respondents must provide a "Service Provider Number" (SPIN), which may be obtained from USAC at 1-973-560-4440.

AT&T Response:

Read and understood. AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

In response to this RFP, two separate SPINs will be utilized, AT&T Corp (143001192) and BellSouth Telecommunications, LLC dba AT&T Southeast (143004824). Evidence of their most recent Service Provider Annual Certification Form can be found at the following link: http://www.sl.universalservice.org/ServiceProvider/SPAC_Search.asp. Should AT&T be awarded the bid, our account team will assist our customer in utilizing the correct SPIN for the product and service ordered. As an initial rule, if the product is Managed Internet Access, Hosted VoIP or other IP-based service, the proper SPIN to be utilized is AT&T Corp (143001192); while, if the service provides Local Access, the BellSouth Telecommunications SPIN (143004824) should be utilized.



K. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. SCS reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
RFP Issued	Jan 29, 2013
Pre-Proposal Conference	Feb 7, 2013
Deadline for submittal of questions	Feb 8, 2013
Amendment Issued for Questions & Answers	Feb 11, 2013
Proposals Due	Feb 27, 2013
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

AT&T Response:

Read and understood.



2) Constraints on the Contractor

The contractor must be able to demonstrate in their response through documented references that they have provided E-Rate funded Priority one services to school districts serving a combined minimum of 200,000 students under contract in one of the last three years of the E-Rate program for Internet Access.

AT&T Response:

Response provided in Tab V "Past performance and References".



3) Functional Requirements

The following describes the service and performance requirements that the selected contractor will be required to perform for the consortium. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

AT&T Response:

AT&T's point by point response to Section 3, "Functional Requirements", is provided in Tab I, "Business Plan" and addresses Tab I.d.



4) Contractor Personnel Requirements

A. The Contractor shall provide a single point of contact for SCS.

AT&T Response:

The individual that will be assigned overall responsibility for the project will be assigned as soon as AT&T is notified of the award.

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

B. Detailed resumes for all management and key personnel shall be submitted with each proposal.

AT&T Response:

Please find résumés provided in Tab II, "Experience and Qualifications".

C. Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

AT&T Response:

AT&T does not anticipate that there will be direct contact with students in the performance of this work. AT&T will however comply with all legally required background check requirements consistent with applicable laws, collective bargaining agreements, privacy concerns and AT&T policies. Where one or more U.S. AT&T employees require direct unescorted access to Customer's facilities, AT&T will facilitate the required background check on such AT&T Personnel. AT&T will assign only those employees who have successfully completed such tests and upon written request will provide proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted.



5) Contractor Responsibilities

A. Installation.

1. The contractor shall deliver and install all hardware and software onsite at consortium facilities.

AT&T Response:

Read and understood.

2. The contractor shall provide their own tools.

AT&T Response:

Read and understood.

3. The contractor shall install and test the system during agreed upon work hours.

AT&T Response:

Read and understood.

B. Training and Support.

1. The contractor shall provide onsite training to staff identified by the LEA.

AT&T Response:

Read and understood.

2. The contractor shall provide management for the continued operations of all solutions to the response to this RFP.

AT&T Response:

Read and understood.



6) SCS's Right to Inspect

SCS shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

AT&T Response:

Read and understood.



7) Terms and Conditions of Contract

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract template. Any exceptions to these contract terms must be expressed in the proposal submitted. Exceptions to the SCS contract terms will be considered in the assessment of Responsiveness.

AT&T Response:

Notwithstanding anything contained in the RFP to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions of the following proposed contract documents, together with any E-Rate Riders and other transaction-specific documents for the services proposed to be entered into between AT&T and Sweetwater Consortium ("Sweetwater" or "Customer"), all of which proposed contract documents are collectively referred to herein as the AT&T Contract Documents, copies of which are attached to this Response:

(1) For the VoIP and Teleconferencing Services – AT&T's proposal is submitted subject to the terms and conditions of the contract template set forth in Attachment E to this RFP; together with an E-Rate Rider and other transaction-specific documents.

(2) For the Managed Internet Services - AT&T's proposal is submitted subject to the terms and conditions contained in the outstanding contract between the State of Tennessee, Department of Finance and Administration and AT&T Corp. for the provision of NetTN services ("State NetTN Services Contract"), and all present and subsequent exhibits and attachments and amendments thereto. The provisions of the State NetTN Services Contract allow Sweetwater as an authorized entity within the State of Tennessee to purchase pursuant to the terms of said State NetTN Services Contract, upon execution by Sweetwater of a Confirmation Agreement or and AT&T indicating Customer's agreement with and acceptance of all of the terms of said State NetTN Services Contract (the "Confirmation Agreement"), together with an E-Rate rider and any associated transaction-specific attachments.

AT&T understands that offering the NetTN Services Contract as a contract vehicle for the Internet services may be deemed to be an exception to the requirement of using the contract template set forth in Attachment E to this RFP. However, the pricing offered



under the NetTN Services Contract is the lowest corresponding price that AT&T is required to offer to Sweetwater under the lowest corresponding price requirements of the E-Rate Rules. AT&T is obligated to offer the NetTN Services pricing and terms to Sweetwater for the Internet services in order to be e-rate compliant.

Any purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract documents, and not subject to the preprinted terms of that purchase order form. Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Sweetwater to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response.

Any changes, additions or deletions to the products, services, quantities, revenue commitments, or term of the proposed arrangement may result in changes to the rates, discounts, credits or other terms contained in this proposal. Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. The Customer must comply with all such software terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

Submission of this proposal does not obligate either party to enter a contract of any kind, create legal obligations on the part of either party or obligate either party to pay expenses incurred by the other party. Any agreement between the parties must be in writing and signed by both parties after negotiation of appropriate terms and conditions.

AT&T respectfully requests that information in this document be held confidential by the Customer, to the extent allowed under applicable law.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and Customer will need to reach mutual agreement on AT&T's participation.



8) Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

AT&T Response:

Read and understood.

B. Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

AT&T Response:

Contractor shall maintain commercial general liability and automobile liability insurance, both with limits of two million dollars per occurrence and in the aggregate. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of \$500,000. A certificate of insurance, on a standard ACCORD form, evidencing said coverage shall be provided to SCS prior to commencement of performance of this Contract. Sweetwater City Schools by and through the Sweetwater City BOARD OF PUBLIC EDUCATION shall be included as an additional insured and this insurance shall apply as primary insurance with respect to any other insurance programs afforded SCS. There shall be no endorsement or modification to make this insurance excess over other available insurance. **Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.** Additionally, SCS shall maintain adequate Builders Risk/All Risk Insurance for the project covering products provided by the Contractor naming the Contractor as an additional insured.



C. Delivery of Proposals

All proposals are to be delivered before 9:00 A.M. CST on February 27, 2013 to:

Tennessee Organization of School Superintendents

Attention: Larry Stein

501 Union St., Suite 300

Nashville, TN 37219

(615) 254-1955

SCS WILL NOT accept any proposals received after 9:00 A.M. CST on February 27, 2013 or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offeror at their expense or destroyed after 30 days.

Proposers must submit one (1) original, and six (6) exact duplicate, numbered copies of the proposal response and one (1) electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; only names of the Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note, "Request for Proposal enclosed".

AT&T Response:

Read and understood.

D. Evaluation of Proposals (Procedure)

1. SCS will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.



2. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination. The remaining proposers will also be notified.
3. The evaluation committee will then score all responsive and responsible proposals based upon the evaluation criteria detailed herein. Upon completion of the initial scoring, the committee may recommend a single finalist or enter into a short-listing process with those offerors whose proposals are determined to be in the competitive range.
4. The detailed evaluation process that follows the initial scoring may result in, but not limited to, a series of requests of the offerors for clarifications, additional discussions, presentations, amended proposals, contract negotiations, best and final offers, and/or detailed reference checks. This process may involve multiple short-listing rounds for the purpose of achieving contracts that are in the best interests of SCS as determined by the evaluation committee.
5. The method used for scoring objective criteria (e.g. cost, small business participation, time of completion, etc.) shall be based on comparison of all responsive and responsible proposals.
6. Other criteria scores may be adjusted upward or downward during discussions. This movement will result from further detailed review of short listed proposals and consideration of additional information received through discussions and written submittals. However, the points assessed for any evaluation criterion will not exceed the total points available for that criterion.
7. If, during discussions, SCS discovers modification of requirements is necessary, the RFP will be amended. Subsequent scorings may be based on comparison of only the short listed proposers.
8. If, at any time during the evaluation process, it is determined that a proposal is non-responsive or non-responsible, that proposal will be removed from consideration for award and all proposers notified of this decision.
9. SCS reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed offeror.



10. The SCS Supervisor of Instruction reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as he/she may deem appropriate.
11. Receipt of a proposal by the SCS Supervisor of Instruction, or a submission of a proposal to the SCS Supervisor of Instruction, offers no rights upon the Offeror nor obligates SCS in any manner.
12. The Supervisor of Instruction reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of SCS. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract.
13. In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

(Please Print or Type)

Company Name: AT&T

Attention: Leslie Daniel

Address: 2 Union Square

City/ST/Zip: Chattanooga, TN 37402

Phone: 423-903-4117

Fax: 770-346-3511

Email: ld9107@att.com

AT&T Response:

AT&T Clarification for #12:

AT&T agrees, except to the extent the waiver of irregularities portion of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the government contracting process.



E. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the SCS Purchasing Department of such error in writing and request modification or clarification of the document. The Purchasing Department will make modifications by issuing a written amendment to the RFP and will give written notice to all parties who have received this RFP from SCS.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

AT&T Response:

AT&T Clarification: AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services which are not shown or described in this proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

The information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order.

F. Proposals and Presentation Costs

SCS will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

AT&T Response:

Read and understood.



G. Rejection of Proposals

The Supervisor of Instruction reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

AT&T Response:

Read and understood.

H. Acceptance of Proposals

The Supervisor of Instruction shall accept all proposals that are submitted properly. However, the Supervisor of Instruction, or designee, reserves the right to request clarifications or corrections to proposals.

AT&T Response:

Read and understood.

I. Requests for Clarification of Proposals

Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Supervisor of Instruction in writing (or email).

AT&T Response:

Read and understood.

J. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.



AT&T Response:

The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs.

I. Protests

Any actual or prospective offeror who is aggrieved in connection with the Request for Proposal or award of a contract may protest to the Supervisor of Instruction. The protest shall be submitted in writing within five business days after the award of the contract has been announced.

AT&T Response:

Read and understood.



9) Evaluation Criteria

A. Proposal Evaluation Committee

A committee appointed by the SCS Supervisor of Instruction will evaluate proposals. Other agencies and consultants of SCS may also examine documents. The committee will make recommendation(s) to the Supervisor of Instruction to consider.

AT&T Response:

Read and understood.

B. Response Format

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an offeror to include all listed items may result in the rejection of its proposal.

AT&T Response:

Read and understood.

C. Evaluation Criteria (Factors)

The factors to be considered in the evaluation of proposals are listed below. While SCS believes all these items to be of importance, their relative weight is indicated by the points each evaluation criteria will receive. Within each evaluation criteria, subsets of the criterion may be defined to clarify the point distribution for that evaluation criterion. Award(s) will be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to SCS. No other factors or criteria will be used in the evaluation.



Tab	Required Responses Identified by Item as listed below
I.a.	Demonstrate an understanding of the rules and regulations of the E-Rate program

AT&T Response:

Response provided in "Cover Letter" included in Tab I, "Business Plan".

I.b.	Describe in detail all proposed SLAs for the services listed in the title of this RFP
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AT&T Response:

Response provided in Tab I, "Business Plan" under "Functional Requirements" A-D.

I.c.	Describe in detail all instances in which you have had to make a financial restitution to your customers in the last year as it pertains to SLAs.
------	---

AT&T Response:

Contractual non-disclosure and confidentiality restrictions prohibit AT&T from describing relationships with other customers. Moreover, in view of the scope of AT&T's operations, AT&T cannot possibly determine with certainty if AT&T had to make restitution to any customer in connection with an SLA. AT&T stands behind the quality of the services offered in this RFP Response.

I.d.	Describe in detail your solution for the functional requirements for all three major categories of service as listed in the title of the RFP
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AT&T Response:

AT&T's point by point response to "Functional Requirements" as outlined in Section 3 of the RFP included in Tab I "Business Plan".

I.e.	Describe in detail the financial stability of your company to operate at the volume potential of this contract.
------	---

AT&T Response:

AT&T's description of financial stability, ability to perform this contract, and financial statements are included in Tab II, "Experience and Qualifications".



I.f.	Describe in detail the timeline for installation for the three categories of service as listed in the title of the RFP.
------	---

AT&T Response:

Response provided in Tab I, "Business Plan" under "Implementation Schedule".

II.a.	Describe in detail all network failures affecting customers in the last year.
	Describe in detail major degradations in service effecting the business requirements of your customers that required an escalation to remedy within your company or with your sub-contractors

AT&T Response:

Contractual non-disclosure and confidentiality restrictions prohibit AT&T from describing possible network failures involving other customers and from describing degradations in service affecting business requirements of customers that required an escalation to remedy either internally at AT&T or with a subcontractor. Moreover, in view of the scope of AT&T's operations, AT&T cannot possibly determine with certainty which, if any of AT&T's customer's experienced a network failure within the last year or degradation that required an escalation. AT&T stands behind the quality of the services offered in this RFP Response.

II.b.	Describe in detail the experience your company has in the three categories of service as listed in the title of the RFP.
-------	--

AT&T Response:

Response provided in Tab II, "Experience and Qualifications".

II.c.	Describe your expansion/scalable capability during the term of this contract
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AT&T Response:

Response provide in Tab II, "Experience and Qualifications".



II.d Provide Organizational chart for your company.

AT&T Response:

The organizational chart in Tab II, Attachments depicts the Executive Leadership Team of AT&T.

The Government Education Segment is headed by John Irwin.

John Stuhrenburg is VP-Government/Education East.

Jeannie Gustafson is Executive Director- Georgia, Alabama, Tennessee.

Leslie Daniel is Sales Manager supporting this bid in Tennessee.

II.e. Provide a detail organizational chart for the staff from your company that will be working on this contract's services. Include escalation chart as well for unresolved issues.

AT&T Response:

Please find detailed organizational charts for the staff from AT&T related to the services in this proposal in Tab II, Attachments.

II.f. Identify and provide detailed resumes for the staff who will be working on this contract.

AT&T Response:

Please see résumés for key sales and management personnel provided in Tab II, Attachments.

Additional personnel will be assigned to the overall project as soon as AT&T is notified of the award.

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The additional required documentation will be furnished if AT&T is your vendor of choice.



III Complete the cost grid in attachment A

AT&T Response:

Response provided in Tab III, "Compensation and Cost Data".

IV.a. Describe in detail your plans for the network connectivity needed for this proposal and the time frame in which to do it.

AT&T Response:

Response provided in Tab IV, "Capacity and Ability To Meet Scheduling Requirements".

IV.b. Describe in detail the capacity your company has in the three categories of service as listed in the title of the RFP.

AT&T Response:

Response provided in Tab IV, "Capacity and Ability to Meet Scheduling Requirements".

V.a. Furnish references for each of the three categories of service listed in the title of this RFP. Extra weight will be given to Tennessee based references and to reference of the size and scope of this RFP.

AT&T Response:

Response provided in Tab V, "Past performance and references".

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



ID NUMBER: 00060675
LIC STATUS: ACTIVE
EXPIRATION DATE: 01/31/2014

CONTRACTORS
CONTRACTOR
BELLSOUTH TELECOMMUNICATIONS, LLC DBA AT

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

BELLSOUTH TELECOMMUNICATIONS, LLC DBA AT
333 COMMERCE STREET STE 2101
NASHVILLE TN 37201-1800



State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

BELLSOUTH TELECOMMUNICATIONS, LLC DBA AT&T TENNESSEE

*This is to certify that all requirements of the State of Tennessee
have been met.*

ID NUMBER: 00060675

LIC STATUS: ACTIVE

EXPIRATION DATE: 01/31/2014

S--TELECOMMUNICATIONS &
EQUIPMENT INSTALLATION

UNLIMITED



IN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

AT&T CORP
333 COMMERCE STREET STE 2101
NASHVILLE TN 37201-1800



State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

AT&T CORP

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 00060674

LIC STATUS: ACTIVE

EXPIRATION DATE: 01/31/2014

S-TELECOMMUNICATIONS & EQUIPMENT INSTALLATION:

UNLIMITED



IN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

Attachment B
Affidavits

State of Tennessee

County of Davidson

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ Vice President, Government Education, East (Title) of _____ AT&T _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with SCS's Procurement Policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a SCS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Sweetwater City Schools not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth, Not:

By: _____ John H. Stuhrenberg

Title: Vice President, Government/Education

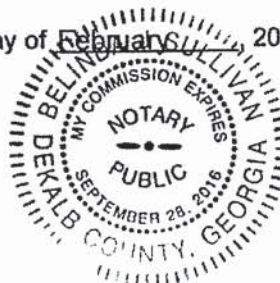
Address: 675 W Peachtree St., Suite 4433

Atlanta, GA 30308

Sworn to and subscribed before me on this 22 day of February, 200 13.

Belinda J. Sullivan
Notary Public

My commission expires: Sept 28, 2016





Attachments C

Consortium Members

District Name	Entity Number
Achievement School District	16071130
Alcoa City Schools	128334
Aspire Public Schools	16026344
Athens City Schools	128266
Bells School District	128415
Benton County School District	128467
Blount County Schools	128367
Bradford Special School District	128465
Campbell County School District	128352
Cannon County School District	128255
Carter County BoE	128324
Cheatham County School District	128207
Clay County School District	128513
Clinton City Schools	128338
Crockett County School District	128414
Cumberland County Schools	128515
Dayton City School District	128277
Decatur County School District	128470
DeKalb County School District	128248
Dyer County LOA	128425
Dyersburg City Schools	128426
Fayetteville City School District	128287
Fentress County Schools	128517
Franklin Special School District	128221
Giles County School District	128502
Grainger County Schools	128393
Greeneville City Schools	128346
Grundy County Schools	128262
Hamblen County School District	128371
Hancock County School District	128398
Hardin County School District	128488
Hawkins County BoE	128390
Henderson County Schools	128480

*AT&T's Response to Sweetwater City School's
RFP for Communication Services*

Houston County School District	128220
Humphreys County Schools	128253
Jackson County School District	128520
Jackson-Madison County School System	128463
Johnson City Schools	128318
Kingsport City School District	128331
Lake County Schools	128436
Lauderdale County Dept. of Education	128430
Lawrence County School District	128499
Lexington City Elementary School District	128483
Lincoln County School District	128288
Loudon County School District	128362
Marshall County Schools	128236
Maryville City School District	128366
Maury County School District	128493
McKenzie Special School District	128443
Morgan County School District	128406
Murfreesboro City Schools	128241
Oneida Special School District	128386
Overton County Schools	128522
Perry County School District	128238
Pickett County School District	128511
Polk County Schools	128269
Putnam County Schools	128509
Roane County Schools	128357
Scott County School District	128350
Shelby County School District	128440
Smith County	128208
Stewart County	128217
Sullivan County School District	128320
Sumner County School District	128225
Sweetwater City Schools	128401
Tipton County	128422
TN Department of Education	128260
TN School for the Blind	41197
TN School for the Deaf	41998
Van Buren County School District	128528
Washington County Schools	128328



*AT&T's Response to Sweetwater City School's
RFP for Communication Services*

Wayne County Schools	128505
West Carroll Special School District	128457
West TN School for the Deaf	42470
White County Schools	128525
York Institute	42677



Attachment D

E-Rate Program Overview

E-Rate Program Overview

The "SLD Guide to Service Provider Participation in the E-rate" serves as a step-by-step guide explaining the Universal Service Support Mechanism for Schools and Libraries (the E-rate Program or the Program) for the Service Provider community. The Universal Service Support Mechanism for Schools and Libraries, commonly called the "E-rate," is administered by the Schools and Libraries Division (SLD) of the Universal

Services Administrative Company (USAC). USAC oversees the administration of all universal service support, which includes the High Cost mechanism, the Low-Income mechanism, the Rural Health Care mechanism and the Schools and Libraries mechanism. USAC has the responsibility to administer the program in ways that prevent fraud, waste and abuse.

The E-rate program was established as part of the Telecommunications Act of 1996 with the express purpose of providing affordable access to telecommunications services for all eligible schools and libraries, particularly those in rural and inner-city areas. The Program is run under the auspices of the Federal Communications Commission (FCC), which is ultimately responsible for its proper administration. Funded at up to \$2.25 billion annually, the Program provides discounts of 20% to 90% on telecommunications services, Internet access and internal connections. These discounts are provided through the service providers who deliver the actual services. Funding for the universal service discounts comes from the telecommunications industry, in an Information Age update to the time-honored concept of universal service. The level of discounts schools and libraries are eligible to receive depends on economic need and location, rural or urban; once approved, they apply their discounts to telecommunications services, Internet access and internal connections, then pay the difference out of their own budgets.

Summary of Certain E-rate Processes

Applicant Sequence of Events

Step 1: Develop a Technology Plan

Step 2: File FCC Form 470, Schools and Libraries Universal Service Description of Service Requested and Certification Form 470

Step 3: Wait 28 days after filing FCC Form 470, receive bids for new services/hold pre-existing contracts.

Step 4: Negotiate a contract



- Step 5: File FCC Form 471, Schools and Libraries Universal Service Services Ordered and Certification Form 471
- Step 6: Problem Resolution/Program Integrity Review
- Step 7: Receipt Acknowledgement Letter (RAL)
- Step 8: Funding Commitment Decisions Letter (FCDL)
- Step 9: Collect Forms 479, Schools and Libraries Universal Service Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act.
- Step 10: File FCC Form 486, Schools and Libraries Universal Service Receipt of Service Confirmation Form
- Step 11: Receive discounted bills from service provider
- Service Provide Invoicing Sequence of Events.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.



Sweetwater City Schools



TAB I – BUSINESS PLAN

February 27, 2013

Leslie Daniel
Sales Manager
AT&T
2 Union Sq.
Chattanooga, TN 37402
Phone: (423) 903-4117
ld9107@att.com

Proposal Validity Period—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2013 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo.



Table of Contents

Cover Letter (addresses I.a.)	1
Plan of Approach	5
Functional Requirements (addresses I.b., I.d.)	8
A. Technical Requirements for Managed Internet Access.....	8
B. Technical Requirements for Content Filtering of Managed Internet Access	31
C. Technical Requirements for Managed VoIP	36
D. Technical Requirements for Managed Video Conferencing	86
Quality Assurance	89
Potential Risks.....	96
Implementation (addresses I.f.)	97



Tab I - Business Plan

Total points available for this criterion are 20 points.

- Open with a cover letter indicating the underlying philosophy of your firm in providing the requested service/product. Express your understanding of the contract scope and the desired deliverables. State your understanding of the FCC E-Rate program and your ability to comply with all rules and regulations of the E-Rate program.

AT&T Response:

February 27, 2013

Dr. Larry Stein
Sweetwater City Schools
203 Monroe Street
Sweetwater, TN 37874

Dear Dr. Stein:

AT&T is pleased to respond to your RFP #13-1 for Managed Internet Access, Voice-Over-IP and Video Conferencing Services.

AT&T has a long standing commitment to the mission and cause of education and a strategic focus on K-12 education in particular. This is because our nation's ability to compete in the global economy is tied to the knowledge and skills of the students graduating from our schools and successfully transitioning to college or careers.

- **Bandwidth for Learning.** AT&T provides bandwidth for learning via several state-wide education networks and last mile WAN networks to school systems across the country. AT&T provides state-wide broadband networks in **Wisconsin** (BadgerNet), **Tennessee** (NetTN), **Florida** (MyFloridaNet) for use by all anchor institutions in those states. These networks typically provide broadband at postalized (not distance sensitive) rates via master contracts, allowing smaller and rural schools to benefit from economy of scale pricing through convenient contracting vehicles. Additionally, AT&T works with the state department of education in **Kentucky** (Kentucky Education Network), **Georgia** (Georgia DOE Network), and **Mississippi** (Mississippi DOE Network) to provide Internet access to K-12 schools in these states. AT&T provides last mile optical services to a large amount of school districts in the 22 states where it is the incumbent carrier, including scalable and reliable Ethernet and wavelength solutions.



- **E-Rate.** As a result of these middle mile and last mile broadband solutions (outlined above) and other services, AT&T is the largest service provider in the E-Rate program, in terms of priority 1 funding requests (based on FY 2012-2013).
- **Industry Memberships.** AT&T is a member of industry organizations such as CoSN (Consortium of School Networks), SETDA (State Education Technology Directors Association) and Internet 2. We participate in working groups organized by these organizations on topics such as mobile learning, IT crisis preparedness/disaster recovery, and network security.
- **Dedicated Account Teams.** AT&T works with its education customers through account management teams that are dedicated to education customers – these teams have a great understanding of the needs and challenges of the education industry as a result.
- **AT&T Labs Fellowship Program.** The AT&T Labs Fellowship Program is open to graduate students who may eventually become AT&T employees after completion of paid-for studies. The fellowship covers tuition with an additional stipend, and provides mentoring for the entire 3 year program. The program has been in existence for 37 years and is open only to women and minorities.
- **Hackathons.** AT&T sponsors application development contests called Hackathons. AT&T hosted Education Hackathons in several cities in 2012. K-12 students, teachers and developers were invited to compete to develop teaching and learning applications. The winning teams receive a cash prize, if allowed by E-Rate rules or a donation from AT&T to the charity of their choice.
- **Education Discounts.** AT&T offers special wireless discounts for K-12 teachers and higher education students, up to 10% off their personal device mobility plans, where the teacher or student qualifies.
- **AT&T Aspire.** In April 2008, AT&T launched AT&T Aspire, a four-year, \$100 million philanthropic commitment to help strengthen student success and workforce readiness. In 2012, AT&T renewed the Aspire program, increasing the investment in this program to \$250 million. AT&T Aspire is AT&T's largest philanthropic initiative, and one of the largest ever corporate commitments to address the specific issues of high school success and workforce readiness with a particular focus on career in STEM (Science, Technology, Engineering and Math).



AT&T's Understanding of Sweetwater City Schools contract scope and desired deliverables

SCS is looking for an integrated solution that includes Managed Internet Access, VoIP, and Video Conferencing Services. Your solution will require a provider who can guide you, help you design innovative approaches to your current business challenges, and be with you every step of the way in the places where you are now as well as the ones where you plan to expand to, as you begin a transformation of your network infrastructure.

Succeeding will free up the funds and resources you require so you can make investments in areas that contribute the most to your core business objectives.

As you prepare to make decisions about the SCS's future needs, you can be assured that AT&T defines innovation in the communications and managed services industries.

We have provided point by point responses to all sections of this RFP demonstrating our understanding of this project and our ability to be your partner of choice.

AT&T's Understanding of the E-Rate Program

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, webhosting, Internet access and eligible infrastructure components. We're proud to bring our communications expertise and knowledge of the E-Rate program to your consortium helping to ensure that all eligible K-12 districts have affordable access to advanced services.

AT&T has modified many of our applications and processes to better support our E-Rate customer. From mechanizing the E-Rate discounting system in many of our billers to developing special bundles for this market, AT&T has sought to improve the customer experience for our E-Rate customers.

As a national telecommunications company and one of the largest service providers operating under the Schools and Libraries Program, AT&T believes in a very strong compliance program. To this end, AT&T maintains a strong training program using online and classroom instruction for all AT&T employees who touch the customers involved with E-Rate. Training is performed through a combination of Regional E-Rate SMEs, company attorneys, and outside 3rd parties specializing in the E-Rate Program. Many of our employees also receive instruction directly from USAC at their annual Service Provider and Applicant training sessions.



Our geographical diversity provides AT&T with the ability to monitor E-Rate activity throughout the United States gaining early insight on new areas of emphasis by USAC. Additionally, AT&T also maintains an office in Washington with individuals dedicated to the E-Rate program and working with the FCC through comments to FCC Notices of Proposed Rule Making (NPRM), experts, task force participation, application testing and daily contact with both USAC and the FCC, AT&T continually strives to make the E-Rate program better.

My team will support you with the right resources to meet your needs. We look forward to continuing our relationship and working with SCS to make this project a success.

Sincerely,

Leslie Daniel
Sales Manager